

II. REMARKS

In the above-referenced patent application, please enter the amendment and reconsider the application. It is believed that no new matter has been added.

In the Office Action dated 23 November 2010, claims 18-20, 46 have been rejected pursuant to 35 U.S.C. Sec. 103. The Examiner contends that these claims are obvious based on U.S. Patent No. 5,413,383 (Laurush) in view of U.S. Patent No. 5,315,508 (Bain).

In the Office Action dated 23 November 2010, claims 1-17, 22-45, 47-61 have been rejected pursuant to 35 U.S.C. Sec. 103. The Examiner contends that these claims are obvious based on Laurush in view of Bain and U.S. Patent No. 6,208,980 (Kara).

In response, Applicant respectfully submits that the rejections are improper because the Examiner has not reasonably apprised the Applicant of the propriety of continuing prosecution as provided for in MPEP 2142-2143, 2184, 35 U.S.C. Sec. 132 and Rule 104, and thereby has failed to establish a prima facie case of obviousness.

Pursuant to 35 U.S.C. Sec. 132, Applicant is entitled to "the reasons for such requirement ... *together with such information as may be useful in judging the propriety of continuing prosecution...*". A similar requirement is made by Rule 104(a)(2), which requires "...reasons for any... requirement... and such information or references will be given as may be useful in aiding the Applicant... to judge the propriety of continuing the prosecution. Applicant has once again been denied this entitlement, based upon the manner in which the rejection of the claims has been set forth.

In view of Sec. 132 and Rule 104, if a combination or modification is to be contended, the PTO is required to provide not only the reasons, but also *such information as may be useful in judging the propriety of continuing prosecution...*". Otherwise, the rejection is improper.

Yet further, MPEP Sec. 2145 provides, in relevant part:

**MPEP 2145 (X)(D) D. References Teach Away from the Invention or
Render Prior Art Unsatisfactory for Intended Purpose**

In addition to the material below, see MPEP § 2141.02 (prior art must be considered in its entirety, including disclosures that teach away from the claims) and MPEP § 2143.01 (proposed modification cannot render the prior art unsatisfactory for its intended purpose or change the principle of operation of a reference).

1. The Nature of the Teaching Is Highly Relevant

A prior art reference that "teaches away" from the claimed invention is a significant factor to be considered in determining obviousness; however, "the nature of the teaching is highly relevant and must be weighed in substance

The rejections are improper for failure to meet the obligations under Rule 1.104 and 35 U.S.C. Sec. 132, and MPEP 2145(X)(D)(D). The Examiner is required to consider and respond to the law cited as to the meaning and requirements of a waybill. The Examiner is also required to provide information as to why one having ordinary skill in the art, such as a carrier like Federal Express or UPS, would have relied on a dictionary.com definition of waybill rather than the requirements at law for a waybill, especially where the dictionary.com definition would render a waybill shipment inoperable under the cited law.

As further evidence, consistent with Applicant's contention that one having ordinary skill in the art would understand that a waybill shipment could only be carried out according to the law, see the enclosed terms and conditions for UPS and for Federal Express.

UPS's Terms and Conditions (Sec. 3.3) specifies:

No service shall be rendered by UPS in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country.

Also consistent with Applicant's position that a waybill shipment could only be carried out according to the law, note that at page 4 UPS defines an air waybill, not with reference to dictionary.com, but with reference to the law as follows:

The Air Waybill shall be deemed to be an air waybill within the meaning of the Warsaw Convention. If there is a conflict between these Terms and the terms and conditions on any Air Waybill or other shipping documentation, these Terms shall control, to the extent not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention, or the CMR Convention, or any other applicable convention or treaty.

Note too, for International Shipments, UPS Terms and Conditions require

4. Provisions for Export and Customs Clearance of International Packages

The shipper (or the party tendering a package to UPS for service, referred to for purposes of this Section 4 as "shipper") must provide UPS with all documentation and information required by the laws of the origin and destination countries for export and import of shipments (i.e., for export and customs clearance).

Clearly the Examiner's dictionary definition is inadequate for the legal requirements for a waybill and one having ordinary skill in the art would know one could not do a waybill shipment that does not comply with the law – more so, it is the Examiner's burden to show otherwise and to reply to Applicant's evidence, cited law, and remarks - and to provide the "information" required by Rule 104 and Sec. 132. Similarly, see also the Federal Express terms and conditions, but either way, both carriers have to comply with the law to carry out a waybill shipment, and any shipper must comply with the carrier's rules/regulations.

And for a prima facie showing, the Examiner is required by Sec. 132, Rule 104, and MPEP 2145(X)(D)(D) to respond to Applicant's submission, including the cited law and evidence as to the meaning of 'waybill!' to one having ordinary skill in the art.

With respect to the rejections pursuant to Sec. 103, all rejections are premised upon a dictionary.com definition of waybill that is impermissibly broad because at its breadth, the claimed invention would be inoperable under the law. And it is the impermissible breadth which permits the Examiner to formulate an obviousness argument, when in fact, the argument is not based on use of the term waybill in connection with the claimed invention, but rather in the isolation of a lay dictionary definition. The Examiner has not shown that the dictionary.com definition would have been understood as appropriate by one having ordinary skill in the art in connection with the claimed invention. This is especially true where the Examiner has not shown that the dictionary.com definition, as applied to the prior art, would render a waybill shipment operable under the cited law. The Examiner's dictionary.com definition has not been shown as compliant with the legal requirements for a waybill, and is contradicted by the evidence of the terms and conditions of UPS and Federal Express, the carriers identified in the specification.

Illustratively, as per claim 1 and its dependents, the Office Action commencing at page 2 appears to contend that a courier waybill is shown by "a shipping sheet (fig. 1)". Laurush's Fig 1 does not disclose a carrier waybill.

It is again noted for the Examiner that, a waybill shipment requires compliance with the law, as evidenced by the terms and conditions filed herewith - regardless of dictionary.com. By law, a sea waybill is "a contract for the shipment of goods (including loading and delivery by the carrier) by which the carrier undertakes to deliver the goods to the consignee named in the document." *Delphi-Delco Electronics Systems v. M/V NEDLLOYD EUROPA*, 324 F. Supp. 2d. 403, 425 n. 12 (S.D.N.Y. 2004) (citing Thomas J. Schoenbaum, Admiralty and Mar. Law § 10-11, 63 (2d ed. 1994)). Unlike a traditional bill of lading, a sea waybill "is not a document of title; it functions merely as a non-negotiable receipt that may also serve as the contract of carriage." 324 F. Supp. 2d. at 424-425 (citing Schoenbaum, at 63). Unlike traditional bills of lading, sea

waybills are often issued as a short form or blank back document and "provide significant advantages to the shipper and the carrier in terms of efficiency and speed because, in contrast to bills of lading, the original waybill does not need to be physically transported to its destination in order for the consignee to claim the shipment." *Id.* at 425 (citing Schoenbaum, at 63 n. 25).

As a non-negotiable bill of lading, the sea waybill is subject to the Federal Bills of Lading Act (49 U.S.C. §§ 80101-80116) and the Harter Act (46 U.S.C. app. §§ 190-196) under U.S. law. The sea waybill would also be subject to the Carriage of Goods by Sea Act ("COGSA") (46 U.S.C. app. §§ 1300-1315), but does not automatically apply by its terms because COGSA is limited only to documents of title. *See* 46 U.S.C. § 1301(b). COGSA can apply, however, by agreement of the parties. The case cited above, *Delphi-Delco*, addressed precisely such an issue. *See Delphi-Delco*, 324 F. Supp. 2d. 403, at 424 (reiterating that "at a bare minimum, a bill of lading must explicitly incorporate COGSA's provisions or refer in some way to the \$500 per package limitation in order to constitute prima facie evidence of fair opportunity.") (citing *Royal Ins. Co. v. M.V. ACX RUBY*, No. 97 Civ. 3710 (MBM), 1998 WL 524899 at *3 (S.D.N.Y. Aug. 21, 1998).

Correspondingly, an air waybill is "[a] shipping document used for the transportation of air freight. It includes conditions, limitations of liability, shipping instructions, description of commodity, and applicable transportation charges. It is generally similar to a straight non-negotiable bill of lading and is used for similar purposes." 15 C.F.R. § 30.1(c); *see also* 73 Fed. Reg. 31,555 (June 2, 2008) (to be codified at 15 CFR pt. 30.1). Therefore, like the sea waybill, "its terms dictate that the goods are consigned to a named person and are not to be delivered to bearer or to the order of a named person." *American Banana Co., Inc. v. Venezolana Internacional de Aviacion S.A. (VIASA)*, 67 A.D.2d 613, 616, 411 N.Y.S.2d 889, 892 (1979). Simply stated, "[a]n air waybill is a written document describing the shipping

arrangement between the air carrier and the shipper." *Brink's Ltd. v. South African Airways*, 93 F.3d 1022, 1025 n. 1 (2d Cir. 1996); *see also Avero v. Belgium Ins. v. American Airlines, Inc.*, 423 F.3d 73, 75 n. 1 (2d Cir. 2005)

Once more, as a non-negotiable bill of lading, the air waybill is subject to the Federal Bills of Lading Act (49 U.S.C. §§ 80101-80116) under U.S. law. Additionally, although the carriage of goods by air is covered by a wide array of international conventions, the most often cited is the 1929 Convention for the Unification for Certain Rules Relating to International Carriage by Air ("Warsaw Convention"). The Warsaw Convention reiterates that air waybills constitute a receipt for the goods and are evidence of a contract of carriage. *See* Warsaw Convention Art. 11 (stating "[t]he air consignment note is prima facie evidence of the conclusion of the contract, of receipt of the goods and the conditions of carriage"). However, it should be noted that the Warsaw Convention, as well as its subsequent Protocols, do not apply simply by operation of law, but rather, do so by agreement of contracting parties. *See B.R.I. Coverage Corp. v. Air Canada*, 725 F. Supp. 133 (E.D.N.Y. 1989).

In sum, like a sea waybill, an air waybill creates a contract between the shipper and the air carrier. Specifically, in *Ing v. American Airlines*, 2007 WL 420249 at *4 (N.D. Cal. 2007), the court made clear that "[a]n air waybill forms the basic contract between the shipper and the air carrier. *Southeastern Pac. Trans. Co. v. Comm'l. Metals Co.*, 456 U.S. 336, 342-3, 102 S.Ct. 1815, 72 L.Ed.2d 114 (1982)." And in *Gunby v. Pilot Freight Carriers, Inc.*, the court cited to several secondary sources when discussing who prepares a waybill. Specifically, the court stated "[a] waybill is 'a document prepared by the carrier of a shipment of goods that contains details of the shipment, route and charges.'" *Gunby v. Pilot Freight Carriers, Inc.*, 82 N.C.App. 427, 429, 346 S.E.2d 188, 190 (N.C. App. 1986) (citing *Webster's New Collegiate Dictionary*,

1334 (9th ed. 1985); *accord*, *Black's Law Dictionary*, 1429 (rev. 5th ed. 1979)). Thus, the carrier prepares the waybill for both sea and air shipments.

The Examiner's response is required by Sec. 132, Rule 104, and MPEP Sec. 2145, and the response must also consider the evidence of the carrier terms and conditions submitted herewith, which refer to the law and not dictionary.com.

Returning to the particulars of the rejections, as per claim 1 and its dependents, Laurush does not disclose a waybill according to the requirements of the claim as a whole. The Laurush "shipping label" does not disclose, or even mention, a carrier's waybill. Further, Bain does not teach or disclose a carrier's waybill either.

In sum, the cited art does not disclose a carrier's waybill configured for waybill shipping in connection with each claim as a whole, and therefore, a prima facie case of obviousness has not been made out. Reconsideration is therefore respectfully requested.

An interview is also requested.

With respect to the present application, the Applicant hereby rescinds any disclaimer of claim scope made in the parent application or any predecessor or related application. The Examiner is advised that any previous disclaimer, if any, and the prior art that it was made to avoid, may need to be revisited. Nor should a disclaimer, if any, in the present application be read back into any predecessor or related application.

If allowance is not forthcoming, Applicant requests an interview with the Examiner.

APPLICANT CLAIMS LARGE ENTITY STATUS. The Commissioner is hereby authorized to charge any fees associated with the above-identified patent application or credit any overcharges to Deposit Account No. 50-0235, and if any extension of time is needed, this shall be deemed a petition therefore.

Please direct all communication to the undersigned at the address given below.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'PK Trzyna', followed by a horizontal line.

Date: August 23, 2011

Peter K. Trzyna
(Reg. No. 32,601)
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(312) 240-0824

**UPS AIR FREIGHT TERMS AND CONDITIONS OF CONTRACT (“TERMS”)
FOR UPS AIR FREIGHT SERVICES IN THE UNITED STATES, CANADA, AND
INTERNATIONAL**

EFFECTIVE AUGUST 11, 2011

CONTENTS

	Page
I. INTRODUCTION	1
II. ACCOUNT NUMBERS.....	3
III. ADDRESS CORRECTION.....	3
IV. AIR WAYBILL; SHIPPING DOCUMENTATION	3
V. APPLICATION OF CHARGES.....	5
VI. CHARGES FOR SHIPMENTS CONTAINING OVERSIZED OR NON-CONFORMING CARGO; PREAUTHORIZATION	8
VII. PAYMENT OF CHARGES	11
VIII. PREPAID, COLLECT OR THIRD PARTY CHARGES	12
IX. ADVANCEMENT OF CHARGES.....	14
X. CHECK TO SHIPPER (“C.T.S.”) SHIPMENTS.....	14
XI. PICKUP AND DELIVERY SERVICE	15
XII. UPS INSIDE PRECISION SM (FORMERLY K-VAN SERVICE).....	17
XIII. PROOF OF DELIVERY.....	19
XIV. DELIVERY ATTEMPT	19
XV. CUSTOMS CLEARANCE.....	19
XVI. DANGEROUS GOODS	21
XVII. GUARANTEED SERVICE	23
XVIII. CONVENTION RULES AND OTHER MANDATORY LAW.....	26
XIX. LIABILITY OF UPS	26
XX. CLAIMS PROCEDURE.....	28

XXI. LIABILITY FOR CHARGES	31
XXII. INDEMNIFICATION.....	31
XXIII. LIENS ON SHIPMENTS	31
XXIV. LIMITATIONS OF LIABILITY	32
XXV. CARGO INSURANCE — INTERNATIONAL SHIPMENTS.....	34
XXVI. NOTICE AND DISPOSITION OF PROPERTY	36
XXVII. PACKING AND MARKING REQUIREMENTS	37
XXVIII. PERISHABLE COMMODITIES	37
XXIX. ROUTING.....	38
XXX. SHIPMENTS ACCEPTABLE.....	38
XXXI. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS.....	38
XXXII. SHIPMENTS NOT ACCEPTABLE	41
XXXIII. SHIPMENTS SUBJECT TO DELAY.....	43
XXXIV. INSPECTION	44
XXXV. PRIVACY ACT NOTICE	44
XXXVI. STORAGE	45
XXXVII. TRANSPORTATION PROTECTIVE SERVICES (“T.P.S.”)	45
XXXVIII. MODIFICATION; WAIVER	46
XXXIX. SEVERABILITY; CONTROLLING LAW	47

**UPS AIR FREIGHT TERMS AND CONDITIONS OF CONTRACT (“TERMS”)
FOR UPS AIR FREIGHT SERVICES IN THE UNITED STATES, CANADA AND
INTERNATIONAL**

Effective August 11, 2011

I. INTRODUCTION

- A. The following contains the general terms and conditions of contract under which UPS Air Freight Services are provided. These Terms are effective on the date set forth above, and are subject to change without prior notice. The most current version of the Terms is published on the UPS web site at www.ups.com. In tendering the shipment for delivery, the shipper agrees that the version of these Terms in force at the time of presentation of the shipment for carriage will apply to the shipment and its carriage.
- B. For purposes of these Terms, “UPS Air Freight Services” means UPS Next Day Air[®] Freight, UPS 2nd Day Air[®] Freight, UPS 3 Day FreightSM, UPS Next Day Air[®] Freight NGS, UPS 2nd Day Air[®] Freight NGS, UPS 3 Day FreightSM NGS, UPS ExpressSM Freight, UPS Air Freight DirectSM, and UPS Air Freight ConsolidatedSM. UPS Air Freight Services are not available in all locations. Consult the UPS Rate and Service Guide (available at www.ups.com) for service descriptions and availability.
- C. These Terms shall apply to all UPS Air Freight Services shipments save to the extent otherwise required or mandated by any international, national, federal, state, or local law, rule, convention, or regulation applicable to the shipment.
- D. Depending upon the region where services are provided by UPS, the shipper’s contract will be with whichever of the following companies is applicable: UPS Supply Chain Solutions, Inc. with respect to the Americas region, UPS Europe SA (“UPS SCS Europe”) with respect to the Europe, Middle East and Africa regions, and UPS SCS (Asia) Limited (“UPS SCS Asia”) with respect to the Asia-Pacific region, each of which shall be referred to as the “Network” as such term is used in this Agreement, but solely with respect to the services provided in their respective regions. Without prejudice to the identity of the contracting UPS party, all services provided in the country of the shipper or the consignee will be provided by the UPS SCS entity located in that country (“SCS Local Entity”) and not by any of the Networks or any other UPS affiliated company. The service provided by UPS under these Terms trades under the brand of “UPS Supply Chain Solutions.” A description of the countries comprising each of the Americas, Europe, Middle East, and Africa, and Asia-Pacific regions is available upon request.
- E. UPS may engage subcontractors to perform services. UPS contracts on its own behalf and on behalf of its servants, agents and subcontractors, each of whom shall have the benefit of these Terms including, but not limited to, the Limitations of Liability contained in these Terms. Shipper expressly authorizes UPS to subcontract part or all of the services.

F. Definitions. As used in these Terms and in any UPS Air Freight Services shipping documents, including Air Waybills, the following meanings shall apply:

1. "Air Waybill" means the version of the UPS Air Freight Services Air Waybill or the UPS Shipper's Letter of Instruction current at the time the shipment is presented to UPS for carriage (available at www.ups-scs.com or upon request).
2. "CMR Convention" shall mean the Convention on the Contract for the International Carriage of Goods by Road, signed at Geneva on 19 May 1956.
3. "Delivery" for all purposes shall be deemed to include, but not be limited to, delivery to the consignee's actual or apparent agent or representative, including a customs broker selected by the shipper or consignee, delivery to the address specified on the Air Waybill or the shipping system used, delivery to any person present at the address or location specified on the Air Waybill or the shipping system used, delivery to a reasonable alternate address or location, or delivery in accordance with trade custom or usage. To the extent permitted by applicable law, UPS does not limit delivery to the person specified as the consignee on the Air Waybill or the shipping system used.
4. "Domestic shipment" is a shipment that moves solely within the borders of a country or its possessions.
5. "International shipment" is a shipment that moves from one country to another. It also refers to any shipment with an origin or destination in Taiwan, the Hong Kong Special Administrative Region, or the Macau Special Administrative Region.
6. "North American air freight" shipment is a shipment with its origin and destination in the United States, Puerto Rico, or Canada.
7. "Piece" means a single pallet or an individual, non-palletized package.
8. "Pounds" refers to the measure of weight and not to a unit of currency.
9. "Shipment" means one or more pieces moving on a single Air Waybill or manifest from an automated shipping application.
10. "Transportation charges" means the amounts assessed for the movement of a shipment and does not include any other fees or charges which may be assessed including, but not limited to, all applicable accessorial charges, special or additional handling fees, customs duties and taxes, Declared Value charges, Check to Shipper (C.T.S.) charges, surcharges, and late payment fees.
11. "UPS" shall refer to UPS Supply Chain Solutions, Inc., UPS SCS Europe, UPS SCS Asia or the SCS Local Entity, as applicable, and their respective employees and agents.

12. "Warsaw Convention" shall mean (a) the Convention for the Unification of Certain Rules Relating to the International Carriage by Air, signed at Warsaw on 12 October, 1929; (b) that convention as amended or supplemented by any protocol or supplementary convention; or (c) the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999), whichever is applicable.

13. All references to dollars refer to U.S. dollars.

II. ACCOUNT NUMBERS

- A. A valid account number is required for all shipments:
 1. For UPS Air Freight Services accessed through UPS Internet Shipping, a valid United Parcel Service, Inc. six-character account number is required for all shipments.
 2. For UPS Air Freight Services accessed through a UPS call center or service center, a valid UPS Supply Chain Solutions nine-digit account number or a valid United Parcel Service, Inc. six-character account number is required for all shipments, unless payment is made at the time of shipment.
 3. For UPS Air Freight Services accessed through any other means, a valid UPS Supply Chain Solutions nine-digit account number is required for all shipments.

III. ADDRESS CORRECTION

- A. If a consignee's address or ZIP/postal code is found to be incorrect or incomplete, UPS will attempt to determine the correct or complete address and complete the delivery as expeditiously as possible, but assumes no responsibility for the inability to complete delivery under such circumstances, and if required by applicable law, UPS will at the same time notify the shipper. A special handling fee per correction will be assessed for this service. If the correct or complete address cannot be determined, and if the consignee cannot be reached, the shipper will be contacted for address clarification or instructions for the return of the shipment. (See Section XXVI (Notice and Disposition of Property)).
- B. UPS does not deliver to P.O. Box addresses, P.O. Box ZIP/postal codes or APO/FPO boxes. Shipments addressed to P.O. Box addresses, P.O. Box ZIP/postal codes or APO/FPO boxes will be considered an incorrect address and handled as outlined in Subsection A, above.

IV. AIR WAYBILL; SHIPPING DOCUMENTATION

- A. The shipper shall have the duty to prepare and present a current version of the Air Waybill for UPS Air Freight Services for each shipment. If a person other than the shipper prepares the Air Waybill, that person shall be deemed to have done so as agent for the shipper. If other shipping documentation, including without limitation a

prior version of the Air Waybill or customer-provided documentation, is received by UPS and used for the purpose of carriage, it shall be used for convenience purposes only; any terms and conditions on such documentation will not change or supersede these Terms; and the shipments concerned shall be subject to these Terms and the terms on the reverse of the Air Waybill in effect at the time of shipping. The Air Waybill shall be non-negotiable and shall be binding on the shipper. The shipper hereby agrees that it will indemnify and hold harmless UPS against any and all claims, liabilities, losses, expenses (including attorney's fees and expenses), demands, and suits arising out of or attributable to the use of shipping documentation other than the Air Waybill and for any inaccuracy or incompleteness in the particulars entered on the Air Waybill or such other shipping documentation.

- B.** The Air Waybill shall be deemed to be an air waybill within the meaning of the Warsaw Convention. If there is a conflict between these Terms and the terms and conditions on any Air Waybill or other shipping documentation, these Terms shall control, to the extent not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention, or the CMR Convention, or any other applicable convention or treaty.
- C.** If requested and available, UPS will provide the shipper with a copy of the Air Waybill, shipper's manifest or other non-negotiable shipping document on which the shipment was tendered to UPS. A charge per copy will be assessed for this service.
- D.** It is the shipper's sole responsibility to accurately and completely:

 - 1. Specify the contents of all shipments on the Air Waybill;
 - 2. Provide a legible shipper contact name and telephone number on the Air Waybill;
 - 3. Provide a legible consignee contact name, telephone number, address, and ZIP/postal code on the Air Waybill; and
 - 4. Specify on the Air Waybill the accurate number of pieces included in the shipment.
- E.** The shipper shall provide accurate dimensions and weight of the shipment on the Air Waybill. If such information is not provided, or is incorrect, UPS reserves the right to measure and weigh the shipment and apply any applicable charges, including oversize surcharges, or apply a standard "default" piece count and weight estimate to the shipment. The current default values are one piece and 151 pounds.
- F.** If no service level is specified on the Air Waybill, the service level will default to UPS Next Day Air Freight NGS for North American air freight shipments, and to UPS Air Freight Direct for all other shipments.
- G.** If the shipment contains Dangerous Goods, as defined in Section XVI, below, the shipper shall have the sole obligation and responsibility to so state on the Air Waybill, and to comply with all International Air Transport Association ("IATA") regulations

for shipments of Dangerous Goods and any and all other applicable law. UPS reserves the right not to accept shipments containing Dangerous Goods. If the commodity being shipped is not Dangerous Goods, but could be confused as such, the shipper shall place the words "NOT RESTRICTED" on the Air Waybill to indicate that the shipper has reviewed the shipment content against the appropriate regulations and determined that the shipment does not qualify as Dangerous Goods and otherwise complies with all applicable regulations.

- H. If the shipper does not complete all the documents required for the service, or if the documents submitted are not appropriate for the service or destination requested, UPS may in its discretion, and where permitted by law, complete, correct, or replace the documents for the shipper at the shipper's expense, and at shipper's risk, but is not obligated to do so. The terms of the Air Waybill shall apply regardless of UPS's completion of a substitute form of air waybill to complete the receipt or delivery of the shipment. UPS shall not be liable to the shipper or any other person for its actions under this provision.
- I. The shipper declares, represents, and warrants that all pieces presented for carriage:
 - 1. Comply with the restrictions set forth in these Terms;
 - 2. Except as prepared for carriage by UPS, have been prepared in secure premises by the shipper (in the case of an individual shipper), or by reliable staff employed by the shipper; and
 - 3. Have been protected against unauthorized interference of all stages during their preparation, storage, and transportation before their presentation to UPS for carriage.
- J. UPS relies on the foregoing declaration, representation and warranty in accepting any piece for carriage hereunder.

V. APPLICATION OF CHARGES

- A. The applicable rates and charges for services are those in effect on the date UPS receives the shipment.
- B. Charges will be assessed on the basis of the service level requested on the Air Waybill at the rates in effect on the day of acceptance of the shipment. Omission of the service level on the Air Waybill will result in rates being charged for UPS Next Day Air Freight NGS service for North American air freight shipments and UPS Air Freight Direct service for all other shipments. If a shipper selects a service to a destination or ZIP/postal code for which the requested service is not available, UPS will attempt to provide the service requested. In such a case, the service will not be guaranteed, and may incur additional charges.
- C. Shipments originating from or destined to points beyond the normal pickup and delivery area ("Beyond Points") are subject to additional charges.

- D.** UPS Next Day Air Freight, UPS 2nd Day Air Freight, UPS 3 Day Freight, UPS Next Day Air Freight NGS, UPS 2nd Day Air Freight NGS, UPS 3 Day Freight NGS, and UPS Express Freight shipments are subject to a minimum billable weight of the greater of (a) actual weight; (b) dimensional weight (as calculated in accordance with Subsections D and E, below); (c) 151 pounds (70 kilograms); or (d) the product of the number of pieces in a shipment times 20 pounds. UPS Air Freight Direct and UPS Air Freight Consolidated shipments are subject to a minimum charge and rates will be based on shipment characteristics and conditions in effect at the time of shipping. In computing charges, fractions of pounds will be rounded up to the next whole pound. For international shipments, and for domestic, non-North American air freight shipments, "pound(s)" shall be converted to the nearest half (.5) kilogram. Fractions of kilograms will be rounded up to the nearest half (.5) kilogram.
- E.** For shipments within and between the U.S. and Puerto Rico, UPS Air Freight Direct shipments, and UPS Air Freight Consolidated shipments with overall measurements exceeding 166 cubic inches, dimensional weight charges will be assessed on the basis of one pound per 166 cubic inches or fraction thereof. Cubic measurements will be based on the product of the length times width times height of each piece comprising a shipment.
- F.** For all other shipments not described in Subsection D, above, dimensional weight charges for shipments with overall measurements exceeding 139 cubic inches will be assessed on the basis of one pound per 139 cubic inches or fraction thereof. Cubic measurements will be based on the product of the length times width times height of each piece comprising a shipment.
- G.** All rates are determined by the Network responsible for the region where the shipment originates ("Originating Network.")
- H.** One-day rate quotes apply only to the specific shipment under quote and are valid for 24 hours. Rate and service quotations will be based upon the information provided to UPS, but final rates and service may vary based upon UPS's final verification of the shipment actually tendered. The shipper shall provide the rate confirmation number on the Air Waybill to obtain the quoted rate.
- I.** UPS reserves the right to bill for all applicable Transportation charges and other charges, including, but not limited to, all accessorial charges, surcharges, and additional handling charges applicable to the shipment or to the services requested. UPS reserves the right to audit all shipments to verify service selection, piece or shipment weight or dimensions, and any other charges, and to make appropriate adjustments.
- J.** UPS reserves the right to institute a currency adjustment fee on some or all shipments without prior notice. The currency adjustment fee may apply to any Transportation or other charges, including, but not limited to, accessorial charges. The currency adjustment fee will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary.

- K.** UPS reserves the right to institute a fuel surcharge on some or all shipments without prior notice. This surcharge is subject to periodic adjustment and may apply to any Transportation charges or other charges, including, but not limited to, accessoril charges. The current fuel surcharge is described at www.ups-scs.com. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary.
- L.** UPS reserves the right to institute a security surcharge on some or all shipments without prior notice. This surcharge is subject to periodic adjustment. The current security surcharge is described at www.ups-scs.com. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary.
- M.** UPS Express Freight, UPS Air Freight Direct, and UPS Air Freight Consolidated shipments originating in the United States are subject to a Regulatory Fee in the amount of \$0.05 per kilogram of billable weight per shipment, with a minimum charge of \$10.00 per shipment. The Regulatory Fee is assessed by UPS and is related to costs associated with enhanced security requirements. The Regulatory Fee is a separate charge in addition to any applicable security surcharge and is subject to change without prior notice.
- N.** UPS Express Freight, UPS Air Freight Direct, and UPS Air Freight Consolidated shipments originating in the United States are subject to an additional Handling Charge – Unknown Shippers charge in the amount of \$0.20 per kilogram of billable weight per shipment, with a minimum charge of \$40.00 per shipment. The Handling Charge applies to shipments received from shippers not qualified as “Known Shippers” under U.S. Transportation Security Administration requirements. The Handling Charge is subject to change without prior notice.
- O.** UPS Express Freight, UPS Air Freight Direct, and UPS Air Freight Consolidated shipments are subject to a Peak Season Surcharge. The current Peak Season Surcharge, including applicable origins and destinations, is described at www.ups-scs.com. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary. The Peak Season Surcharge is subject to change without prior notice.
- P.** The following shipments (which also may be Shipments Subject To Advance Arrangements, see Section XXXI) will be charged UPS Next Day Air Freight or UPS Express Freight rates plus the following surcharges:
1. Live animals for medical laboratories – Surcharge of 100% of the total Transportation charges. (See Section XXXI, Shipments Subject to Advance Arrangements).
 2. Cut Flowers – Surcharge of 50% of the total Transportation charges.
 3. Furs — Surcharge of 50% of the total Transportation charges. (See Section XXXI, Shipments Subject to Advance Arrangements).

4. Neon signs — Surcharge of 75% of the total Transportation charges.
 5. Self-propelled surface vehicles — Surcharge of 100% of the total Transportation charges.
- Q.** UPS reserves the right to increase its rates and charges, and to impose surcharges (including without limitation for fuel, security costs, or costs resulting from compliance with regulatory changes applicable to the shipment) without prior notice, and to continue such increases for such periods as UPS may determine necessary.
- R.** UPS reserves the right to assess a Capacity Surcharge for UPS Express Freight, UPS Air Freight Direct, and UPS Air Freight Consolidated shipments, and on such other services as UPS may determine necessary. The current Capacity Surcharge is described at www.ups-scs.com. The Capacity Surcharge is subject to change without prior notice.
- S.** Charges to a payer's account in a currency other than the default currency designated by UPS will be converted to the payer's currency, plus an additional exchange fee of 5.00% for conversion between all currencies, except for the following payer account countries and currencies, which have exchange fees as indicated in the chart below:

Payer Account Country	Currencies	Exchange Fee
United Arab Emirates	Between USD & AED	1.00%
Hong Kong, Macau	Between HKD & USD	1.00%
Japan, Singapore	Between all currencies	2.50%
Austria, Australia, Brazil, Germany, Spain, United Kingdom, Mexico, Portugal	Between all currencies except where otherwise indicated	6.00%
All Countries	Between SKK and EUR	0.00%
Israel	Between all currencies	0.00%
New Zealand	Between all currencies	7.00%
Pakistan	Between PKR and EUR	8.00%

VI. CHARGES FOR SHIPMENTS CONTAINING OVERSIZED OR NON-CONFORMING CARGO; PREAUTHORIZATION

- A.** North American air freight shipments that have any dimension (length, width, or height) of 60 inches (152.40 centimeters) or greater will be assessed a premium charge in the amount of 30% of the total Transportation charge, in addition to all other applicable charges. A minimum premium charge of \$100.00 will be assessed

when any dimension (length, width, or height) exceeds 120 inches (304.80 centimeters).

- B.** North American air freight shipments with special pricing will be charged, in addition to all other applicable charges, whichever is the higher rate of:

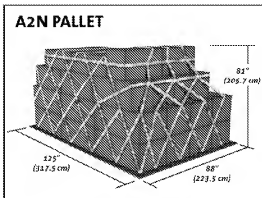
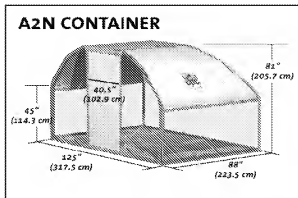
1. A charge equal to 20% of the Transportation charges if the shipment contains any one piece that exceeds a length plus girth of 200 inches (508.00 centimeters), with length the largest measurement. Girth is defined as the sum of the width plus the height multiplied by two; or
2. A charge equal to 30% of the Transportation charges if the shipment has any dimension (length, width, or height) of 60 inches (152.40 centimeters) or greater. A minimum premium charge of \$100.00 will be assessed when any dimension (length, width, or height) exceeds 120 inches (304.80 centimeters).

- C.** UPS Express Freight, UPS Air Freight Direct, and UPS Air Freight Consolidated rates may not apply on international shipments or domestic non-North American air freight shipments that contain pieces measuring (in any one or more dimensions) in excess of 120 inches (L) \times 83 inches (W) \times 60 inches (H) (304.80 centimeters \times 210.82 centimeters \times 152.40 centimeters). For information on oversize international and domestic non-North American air freight shipments, contact 1-800-443-6379, or the local UPS Supply Chain Solutions office.

- D.** Subject to advance arrangements and possible delay (See Sections XXXI & XXXIII), UPS will accept shipments containing oversized pieces, as defined here, that meet the conditions and limitations enumerated below and will base the appropriate charges on rating conditions described in Subsection E, below.

1. Piece Dimensions and Positioning on Aircraft:

- a. Shipments containing pieces measuring greater than 60 inches in height that cannot be tipped will be moved as UPS Next Day Air Freight, UPS Next Day Air Freight NGS, or UPS Express Freight and rated at the applicable UPS Next Day Air Freight, UPS Next Day Air Freight NGS, or UPS Express Freight rates. Premiums described in Subsections A and B will apply.
- b. Shipments containing pieces measuring in excess of 120 inches (304.80 centimeters) in length, or 83 inches (210.82 centimeters) in width, or 76 inches in height (193.04 centimeters) or that are otherwise restricted by their height/contour/profile from fitting in a UPS single standard container (shown below) shall be positioned during transportation in accordance with UPS operational practices, taking into consideration constraints and interior volume limits, consistent with safety and weight/balance considerations.



E. Rating Conditions for Oversized Cargo

- The charges for shipments containing oversized pieces (defined in Subsection D, above, shall be based on the larger of the following calculations:
 - The actual weight of the shipments, or
 - The weight determined by multiplying 4,100 pounds (1,859.76 kilograms) by the total number of pallets used (fully or partially) in positioning the shipment on the aircraft. See (2) below for pallet dimensions.
- The dimensions of the containers/ pallets to be used are:

Length: 125 inches (317.50 centimeters)

Width: 88 inches (223.52 centimeters)

Height: 81 inches (205.74 centimeters)

Pallet thickness: 5/8 inch (1.59 centimeters)
- Shipments rated in accordance with the terms of this Subsection E will not be assessed the premiums described in Subsections A and B, above.

F. Shipments of excessive weight or size will be subject to the following conditions:

- Prior arrangements shall be made. Twenty-four hour advance notification is required for more than one container load or its equivalent. (See Section XXXI, Shipments Subject To Advance Arrangements.)
- Shipments may be delayed or moved by alternate means. (See Section XXXIII, Shipments Subject To Delay.)
- Contract pricing or discounts may not apply at UPS's sole discretion.

G. Non-conforming Shipments

1. Shipments that are unusually shaped, difficult to handle, uncrated or which require special handling in transit (to prevent damage to the shipment, other shipments, shipment handlers or equipment) will be assessed an additional service charge and/or will be subject to delay.
2. Shipments that cannot be stacked (either by instruction on the Air Waybill or marking or labeling on the shipment) will be assessed an additional service charge and/or will be subject to delay.

H. Preauthorization Required. Advance arrangements shall be made for the following shipments:

1. All UPS Air Freight Services shipments that contain one or more pieces measuring more than 120 inches in length, 83 inches in width, or 76 inches in height (or 304 centimeters in length, 210 centimeters in width, or 193 centimeters in height);
2. All UPS Next Day Air Freight, UPS 2nd Day Air Freight, and UPS Express Freight shipments that have a total actual weight or dimensional weight equal to, or greater than, 3000 pounds (1360 kilos); and
3. All UPS Air Freight Direct and UPS Air Freight Consolidated shipments that have a total actual weight or dimensional weight equal to, or greater than, 10,000 pounds (4536 kilos).

VII. PAYMENT OF CHARGES

- A.** Rates, fees, and charges referred to in these Terms are stated in U.S. currency and are payable at UPS's discretion in either the lawful money of the United States or the currency of the country where the shipment is presented, or such other lawful money as specified by UPS. Additional fees may apply when charges are paid in a currency other than the default currency designated by UPS. For rates and charges stated in local currency, contact the local UPS Supply Chain Solutions office.
- B.** For customers that do not have a credit account with UPS, all charges shall be paid in advance of shipment in a manner acceptable to UPS at the time UPS accepts the shipment, and all collect charges are payable at the time of delivery in a manner acceptable to UPS. In the case of a check made payable to a UPS entity, funds are deemed received on the day the check is paid by the bank on which it is drawn and funds are credited to the UPS account. In the case of a wire transfer, funds are deemed received on the day the funds are credited to the UPS account.
- C.** Customers who wish to pay for services via a UPS Supply Chain Solutions nine-digit account number shall apply and qualify for a credit account with UPS. If the application is approved and a credit account is established, then the customer shall make payments in accordance with the UPS Supply Chain Solutions Credit Terms

and Conditions, the effective and current version of which is available at www.ups-scs.com. Unless and until the customer is notified that its application is approved and a credit account is established, which approval may be granted or denied in UPS's sole discretion, or if any such credit account is suspended or terminated, all charges shall be paid in advance of shipment as required by UPS, unless UPS otherwise agrees in writing. For customers paying for services via a United Parcel Service, Inc., six-character account number, all charges shall be paid within ten days of receipt of invoice.

- D. Customers shall pay all duties, taxes, interest, and other charges due on imported goods to the U.S. either (i) directly to United States Customs and Border Protection ("U.S. CBP"), through a check to U.S. CBP or U.S. CBP's Automated Clearinghouse (ACH), in accordance with applicable U.S. CBP requirements and regulations, or (ii) to the account of UPS. Payment of any required duties, fees, taxes, interest and other charges due on imported goods must be received within ten (10) days of the commencement of the entry process. Customers shall be liable for any penalties, fines, or any other damages that may arise as a result of failure to make timely payment.
- E. Customers shall pay all duties, taxes, interest, and other charges due on imported goods to destinations other than the United States or on exported goods from origins other than the United States as required by UPS, or by law or regulation of the origin or destination country (as the case may be). Customers shall be liable for any penalties, fines, or any other damages that may arise as a result of failure to make timely payment.
- F. In the event that customer fails to make any payment when due, all amounts owed by customer to UPS or any other UPS-affiliated entity shall immediately become due and payable. Any payment which is past due shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due, or the highest rate permitted by applicable law, whichever is less.
- G. Cash will not be accepted by UPS employees as a form of payment. UPS may apply payments made on an account, or credits due to an account, to any unpaid invoice at UPS's sole discretion.
- H. Notwithstanding any billing plan that is in effect or payment or billing option selected at the time of shipment, the shipper is ultimately liable for and agrees to pay all charges, including in the event of insolvency, bankruptcy, nonpayment or refusal to pay by the consignee or third party.

VIII. PREPAID, COLLECT OR THIRD PARTY CHARGES

- A. Shipments will be accepted either with the charges to be paid by the shipper ("bill to shipper") or to be collected from the consignee ("bill to consignee") or, when requested by the shipper or the consignee, to be billed to a third party. (Bill to shipper, bill to consignee, or bill to third party are referred to collectively as "type of

billing”). In all cases, either a valid nine-digit UPS Supply Chain Solutions account number or a valid six-character United Parcel Service, Inc. account number of the paying party shall be provided on the Air Waybill. If a discount or other applicable incentive is not applied to an invoice because the payer’s account number was omitted on the Air Waybill, no adjustment will be allowed. If the consignee or third party should refuse payment for any reason, the shipper shall be liable for payment. When the form of payment is not marked on the Air Waybill, the shipment will be billed to the shipper. In all events, the shipper shall be liable for all unpaid charges payable on account of a shipment.

- B.** Any charges paid by a shipper or consignee to an SCS Local Entity for services relating to either one or more Networks or other SCS Local Entities shall be remitted by that Local Entity to the appropriate Network.
- C.** The type of billing for international shipments cannot be changed once the shipment is tendered to UPS, unless the request for change in type of billing is accompanied by a written guarantee from the new payer. For any other shipments that have not been delivered or have been delivered to the consignee’s broker, shipper-initiated requests for changes in type of billing will be honored at no charge. After delivery, no adjustments will be made for type of billing changes that reduce the rates or charges.
- D.** All requests for changes in type of billing after delivery shall be accompanied by a guarantee of payment by the new payer. An additional charge for this change will be assessed. Changes to type of billing will not be made if the change results in a reduction in original rates.
- E.** The following shipments shall be paid in advance by the shipper before shipment, regardless of the type of billing selected on the Air Waybill:
 - 1. Shipments addressed to United States Government agencies, unless shipped on a Government Bill of Lading, or shipments addressed to an agency of any national government.
 - 2. Shipments addressed to any person or organization in care of another person or organization.
 - 3. Shipments with a commercial value less than the Transportation charges.
 - 4. Shipments of samples.
 - 5. Shipments destined to exhibition grounds, parks, fairs or similar enclosures.
 - 6. Shipments addressed to hotel guests.
 - 7. Shipments addressed to or from political organizations.

IX. ADVANCEMENT OF CHARGES

- A.** Upon request, and restricted to Beyond Points, UPS will advance the charges for transportation, cartage, storage, loading, unloading, unpacking, packing, and processing not performed by UPS when a sufficient guarantee is given by either the shipper or consignee that such additional charges will be paid. UPS will not advance any charges within the normal pickup and delivery area. As a convenience to the customer, UPS will rebill “house trucker” charges along with a handling fee.
- B.** UPS will not advance charges on any shipment on which prepayment of charges is required unless the amount of such advances has been deposited with UPS in a manner acceptable to it.

X. CHECK TO SHIPPER (“C.T.S.”) SHIPMENTS

- A.** Check to Shipper (“C.T.S.”) Service will be provided only for North American air freight shipments. These shipments shall be subject to the following conditions:
 - 1. The amount of the C.T.S. shall be entered by the shipper in whole dollars (CDN or USD) in the space provided on the Air Waybill.
 - 2. The letters “C.T.S.” shall be legibly and durably marked by the shipper on each piece of a C.T.S. shipment. The markings shall also show the number of pieces in the shipment.
 - 3. The full amount of the C.T.S. shall be paid by the consignee’s check made payable to the shipper. Cash will not be accepted. The check will be mailed to the shipper within ten (10) business days after receipt by UPS.
 - 4. UPS’s sole responsibility shall be to accept the consignee’s check and mail it to the shipper. If, as a result of UPS’s sole negligence UPS fails to do so, UPS’s liability for such failure shall be limited to the higher of \$0.50 per pound or \$50 per shipment, in no event to exceed the lesser of \$50,000 or the face value of the check. Any claim alleging such failure shall be made by calling 1-800-443-6379 within 30 calendar days of date of shipment.
 - 5. All checks or other negotiable instruments (including cashier’s checks, official bank checks, money orders and other similar instruments) tendered in payment of a C.T.S. shipment will be accepted by UPS based solely upon the shipper assuming all risk relating thereto including, but not limited to, risk of non-payment, insufficient funds, and forgery, and UPS shall not be liable in respect of any such instrument.
 - 6. Entry of a declaration of value does not provide protection for, and shippers may not declare a value for protection for, damages related to providing or failure to provide C.T.S. service, including, but not limited to: failure to collect the C.T.S. amount; failure to collect the specified form of payment; collection of an instrument in the wrong amount; failure or delay in delivering the collected

instrument to the shipper, or collection of forged, insufficient funds; or otherwise invalid instruments.

7. An additional charge applicable to the shipment in effect at the time of presentation to UPS for carriage will be assessed for each C.T.S. shipment.
 8. Transportation charges, the fee for the C.T.S. service, and any other charges payable by the consignee on delivery shall be paid by a separate check payable to UPS and may not be included in the check payable to the shipper for the C.T.S. amount at the time of delivery.
 9. The disposition of refused or unclaimed C.T.S. shipments shall be arranged for by the shipper in the following manner:
 - a. By instructions placed on the Air Waybill at the time of shipment, or
 - b. By written instruction to UPS at origin, which will then transmit such instructions to destination at the expense of the shipper.
 10. C.T.S. shipments refused or unclaimed by the consignee will be held subject to storage charges. If written disposal instructions as prescribed in Subsection 9(b), above, are not received by UPS within thirty (30) calendar days after notice has been given to the shipper that the shipment has been refused or unclaimed by the consignee, such shipments will be returned to the shipper, or otherwise disposed of, without liability to UPS, at the shipper's expense.
- B. C.T.S. Service is not available through UPS Internet Shipping, or for the following types of shipments:**
1. Shipments requiring prepayment in advance by the consignee prior to movement of the shipment.
 2. Shipments having a C.T.S. amount greater than \$50,000.00.
 3. Shipments having a C.T.S. amount less than the total of the Transportation charges and C.T.S. fee.
 4. Shipments of perishable commodities.
 5. Shipments to or from points outside the United States, Canada, or Puerto Rico.

XI. PICKUP AND DELIVERY SERVICE

- A.** Pickup and/or delivery service will be provided during normal business hours on normal business days for the place of pickup or delivery (as the case may be).
- B.** Pickup and/or delivery service will not be provided to or from any address not directly accessible to vehicles or where it is impractical to operate a vehicle.

- C. At buildings where UPS employees are not permitted access to floors above the ground floor:
1. Shipments will be picked up only when tendered at the ground floor, and
 2. Shipments will be delivered to the person whose duty it is to receive property for the occupants of such buildings, or to the person having authority or apparent authority, which will constitute delivery to consignee.
- D. Loading and unloading incidental to pickup and delivery service will ordinarily be performed by one person. Pickup and delivery service will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional people and equipment by the shipper or consignee. The shipper and consignee shall indemnify, defend and hold UPS harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) related to personal injury (including death) and/or property damage (including damage to the pieces) arising from or related to the acts or omissions of the people or equipment furnished by the shipper or the consignee for the loading or unloading incidental to pickup and delivery service.
- E. When vehicles are held for loading or unloading in excess of 15 minutes, an additional charge will be assessed. Charges based on time will be computed by multiplying the hourly rate by the length of waiting time.
- F. If, at the customer's request, a vehicle other than a UPS vehicle does the pickup or delivery within certain pickup and delivery zones, a handling fee will be assessed, and UPS shall have no liability for the shipment during such pickup or delivery. In addition, the actual charges invoiced to UPS by the trucker will be re-billed to the payer of the shipment.
- G. Any pickup or delivery made outside normal business hours on normal business days for the place of pickup or delivery (as the case may be), will be subject to advance arrangements and additional charges. For shipments tendered to UPS outside normal business hours on normal business days for the place of pickup, "next day," or "next business day" delivery means delivery during normal business hours on the day following the next normal business day for the place of delivery. If an earlier delivery date or time is requested, shipments are subject to advance arrangements and additional charges.
- H. When mechanical loading or unloading devices, including hydraulic or electric lifting or lowering devices, are required to accomplish pickup or delivery, or are requested by customer, an additional Liftgate Service charge will be assessed, subject to a minimum charge of \$40.00. Liftgate services may not be provided if suitable vehicles equipped with such devices or operators are not available, and will only be provided at locations that are safe and accessible to the vehicle, as determined by UPS in its sole discretion.

I. Saturday Pickup and Delivery Service (United States & Canada only):

1. Saturday pickup service is available on request if advance arrangements are made. Shipments delivered on Saturday will be charged the applicable UPS Next Day Air Freight or UPS Next Day Air Freight NGS rate in addition to a Saturday delivery charge.
2. Saturday pickup and delivery service is available for selected AM Service points, as described at www.ups-scs.com, within the continental United States and Canada only. All shipments requiring Saturday delivery shall be shipped via UPS Next Day Air Freight or UPS Next Day Air Freight NGS service only. Saturday pickup and delivery is not available for UPS 2nd Day Air Freight, UPS 2nd Day Air Freight NGS, UPS 3 Day Freight, or UPS 3 Day Freight NGS shipments.
3. Shipments requiring a Saturday pickup or delivery service will be assessed an additional charge, in addition to all other applicable charges.
4. Shipments picked up on Friday will be scheduled to be delivered by 5 PM Saturday if requested. Shipments picked up by UPS on Friday will be available at the destination service center for pickup on Saturday until 12 noon. Saturday charges will apply regardless of whether the shipment is to be delivered to, or picked up from, the service center.

J. Residential pickup or deliveries will be assessed an additional charge in addition to all other applicable charges. A residential delivery is defined as delivery to a location that is a home, including a business operating out of a home that does not have an entrance open to the public. If the delivery location could be construed as either residential or commercial, then the rates for residential delivery service will be applied.

K. Pickup or delivery to or from a convention or tradeshow site will be assessed an additional charge in addition to all other applicable charges.

XII. UPS INSIDE PRECISIONSM (Formerly K-VAN SERVICE)

A. At the request of the shipper, UPS will handle all shipments requiring inside pickup, inside delivery, or related origin and destination services under UPS Inside Precision (formerly K-Van Service), and assess applicable charges. Shipments shall be registered by email at insideprecision@ups.com, facsimile at (913) 469-5660, or by telephone at (800) 455-4858, and approved by UPS prior to tender of the shipment to UPS.

1. Shipments requiring inside delivery, unpacking, and other destination services shall be registered and accepted by UPS prior to tendering shipments to UPS. UPS Next Day Air Freight and UPS Next Day Air Freight NGS shipments shall be registered and approved by UPS by no later than 4:00 PM, local destination time on the day the shipment is tendered to UPS. All other shipments shall be registered and approved by UPS no later than 7:00 PM local destination time, on the day the shipment is tendered to UPS.

2. Shipments requiring inside pickup or other origin services shall be registered and approved by 4:00 PM, local origin time, the business day prior to the date of pickup.
 3. Shipments will be scheduled for delivery by 5:00 PM, Monday through Friday (excluding holidays) based on the service level requested unless otherwise requested and approved by UPS at the time of registration.
- B.** Unless otherwise requested and approved by UPS on or prior to the date of shipment, inside delivery services will include a crew of two workers equipped with material handling tools appropriate for the delivery, based on information provided by the shipper or consignee. Additional charges may apply for:
1. Equipment for ascending/descending stairs, floor coverings, climate control, cranes, rigging tools, fork lifts, and other nonstandard van equipment.
 2. Padded van pickup or delivery to points not identified as local delivery points.
 3. Inside pickup.
 4. Shipment preparation including packing, skidding, and crating.
 5. Assembly, disassembly, or installation.
 6. Shipments requiring more than a crew of two (2).
 7. Shipments requiring an extraordinary amount of time or resources due to the inherent nature of the product or conditions at the delivery site.
 8. Unpacking, uncrating, and similar services.
- C.** The following UPS Inside Precision shipments are subject to advance arrangements, and additional charges may apply:
1. Origin services requiring inside pickup, packing, padded van, and/or air-ride transportation.
 2. Origin or destination services:
 - a. before 8:00 a.m. or after 5:00 p.m.;
 - b. on non-business days or holidays;
 - c. "at" a specific time; or
 - d. during a time interval of less than four (4) hours.
- D.** Freight collect and C.T.S. shipments will not be accepted.

- E. Shipments will be placed, unpacked, de-skidded, and packing material debris will be removed and disposed of only if specifically requested at the time of registration. Additional charges may apply.
- F. Liability for cargo damage or loss that occurs during shipment preparation, inside pickup, disassembly, packaging, skidding, crating, storage, inside delivery, unpacking, placement, assembly, installation or other non-transportation services provided by UPS shall be as set forth in Section XXIV(C) (Limitations of Liability).
- G. UPS reserves the right to treat requests for inside pickup or delivery as requests for UPS Inside Precision, whether registered with UPS Inside Precision or not, and assess applicable charges accordingly.
- H. UPS reserves the right to treat shipments that cannot be delivered because they require UPS Inside Precision as shipments for which UPS Inside Precision has been requested, and to assess all applicable charges accordingly.

XIII. PROOF OF DELIVERY

Subject to availability, when requested by the shipper or consignee, UPS will furnish as proof of delivery a copy of the delivery record signed by the recipient. An additional charge per copy will be assessed for this service.

XIV. DELIVERY ATTEMPT

A shipment that cannot be delivered to the consignee on the first attempt of delivery will be returned to the UPS SCS Service Center and the consignee (and the shipper, if required under applicable law) will be notified. Subsequent attempts to deliver will be made only upon request of the consignee, and an additional charge will be assessed.

XV. CUSTOMS CLEARANCE

- A. All shipments that cross international borders shall be cleared through Customs in the destination country prior to delivery to the consignee. Customs clearance is the responsibility of the shipper and/or consignee, and this service can be performed by UPS SCS upon written request.
- B. UPS will, upon request and automatically for shipments inbound to the United States and cleared at Louisville, Kentucky with a declared Customs value under \$25,000, or cleared elsewhere in the United States with a declared Customs value under \$10,000, submit international shipments inbound to the U.S. to Customs and/or other regulatory agencies for clearance in its capacity as a customs broker, except as provided in Subsections C and F, below, or where the shipper or consignee has specified a broker other than UPS, and subject to certain additional exceptions (available by contacting UPS, and for example, regulations of the FTC or FDA, quota, visa, government contract entries, temporary import bonds, U.S. goods returned). In its capacity as customs broker or if UPS elects to act as importer of record in respect of a shipment, UPS may advance duties and taxes on behalf of the shipper and consignee provided appropriate credit arrangements have been made in advance (an

additional fee will apply). In all instances when UPS provides customs brokerage services in the United States or Canada, the services are subject to and provided in accordance with the UPS Supply Chain Solutions, Inc. Terms and Conditions for brokerage services in the United States and Canada in effect at the time of the services, the terms of which are incorporated herein by this reference, and which are available on request or at www.ups-scs.com.

- C. For UPS Express Freight shipments, UPS will provide routine customs clearance at no additional charge. If the shipper or consignee selects a broker other than UPS SCS, the guarantee for on-schedule delivery does not apply.
- D. When shipments are held by Customs or other government agencies due to incorrect, insufficient, or missing documentation, or other failure to comply with applicable requirements, UPS will attempt first to notify the consignee. If local law requires the correct information or documentation to be submitted by the consignee and consignee fails to do so within a reasonable time as UPS may determine, the shipment will be considered undeliverable. If the consignee fails to supply the required information or documentation and local law allows the shipper to provide the same, UPS will attempt to notify the shipper. If shipper also fails to provide the information or documentation within a reasonable time as UPS may determine, the shipment will be considered undeliverable.
- E. Shipments requiring documentation in addition to the Air Waybill (including, but not limited to a commercial invoice, packing list, certificate of origin, import/export permit and any documents required to perform customs clearance formalities) may require additional transit time. Proper completion of necessary documentation and accurate commodity descriptions are the responsibility of the shipper.
- F. All non-document shipments to Anguilla, Antigua, Martinique, Montserrat, St. Kitts and Nevis, regardless of value, shall be cleared through Customs by the consignee. All non-document shipments to St. Vincent, Uruguay and Grenada valued over \$50; to Argentina valued over \$100; and to Brazil and Chile valued over \$500, shall be cleared through Customs by the consignee. In these cases, Customs paperwork will be delivered to the consignee. In this instance, delivery of paperwork constitutes shipment delivery.
- G. U.S. CBP regulations require the IRS Employer Identification Number (EIN) or, if an individual, the Social Security Number (SSN) of the U.S. consignee for certain shipments being imported into the United States. THIS INFORMATION SHALL BE INCLUDED ON THE INTERNATIONAL AIR WAYBILL AND COMMERCIAL INVOICE ON ALL INBOUND SHIPMENTS. The EIN or SSN must be on file with the U.S. CBP. Any changes to a company name, address, or the EIN/SSN should be provided to UPS for system updating.
 - 1. This U.S. CBP requirement applies to shipments with a declared value for Customs of \$2,000 or more, and for the following commodities regardless of

value: textiles or textile products; leather or leather products; and goods that are restricted or controlled requiring a formal entry by the U.S. CBP.

2. Shipments scheduled for delivery that do not have the correct EIN or SSN may be detained until that information can be obtained from the consignee or otherwise determined, and UPS shall have no liability arising therefrom.
- H. For each and every shipment, shipper represents, warrants, and certifies that all statements and information contained in the documentation provided to UPS relating to importation and exportation are true, complete, and correct. In addition, shipper understands that civil and criminal penalties may be imposed for making incorrect, false or fraudulent statements, or for the violation of any laws or regulations on importation or exportation. Shipper is solely responsible for determining any import or export license requirements and for obtaining any export or import license or other official authorization. UPS's liability for negligent acts or omissions is limited as set forth in the Section XXIV, Limitations of Liability.

XVI. DANGEROUS GOODS

- A. "Dangerous Goods" means those commodities that are imported, exported or otherwise transported in accordance with the provisions set forth in one or more of the following:
 1. Title 49 of the U.S. Code of Federal Regulations ("CFR"). The only Dangerous Goods accepted for air transport under 49 CFR are ORM-D (Consumer Commodities), and only for transportation within and between the United States and Puerto Rico.
 2. The "Dangerous Goods Regulations" published by IATA.
 3. The "Technical Instructions for the Safe Transport of Dangerous Goods by Air" published by the International Civil Aviation Organization ("ICAO").
 4. Other mandatory applicable law.
- B. For North American air freight shipments, Dangerous Goods are accepted only for UPS Next Day Air Freight NGS service, including Saturday delivery service where available. An additional charge for all Dangerous Goods shipments will be assessed, in addition to all other applicable charges.
- C. For shipments moving from points in the United States, Canada, and Puerto Rico to points in third countries, shipments of Dangerous Goods are only accepted as UPS Air Freight Consolidated. Shipments are rated at the applicable IATA rate plus any applicable airline surcharge for each article having a description that differs from that of another article(s) carried in the same shipment, in addition to the UPS Dangerous Goods charge.

D. For all other shipments between points not specified in Subsections B or C, above, charges for handling and transporting Dangerous Goods may vary. For North American air freight shipments, contact 1-800-443-6379 for charges. For all other shipments, contact the local UPS Supply Chain Solutions office.

E. UPS accepts Dangerous Goods according to the chart, below:

ICAO/IATA HAZARD NAME AND CLASS	NORTH AMERICA*	INTER-NATIONAL
Explosives (1.1,1.2,1.3,1.4F,1.5,1.6)	NO	NO
Explosives 1.4**	YES	YES
Flammable Gas (2.1)	YES	YES
Non-Flammable Gas (2.2)	YES	YES
Poisonous Gas (2.3)	NO	NO
Flammable Liquid (3)	YES	YES
Flammable Solid (4.1)	YES	YES
Spontaneously combustible (4.2)	YES	YES
Dangerous When Wet (4.3)	YES	YES
Oxidizers (5.1)	YES	YES
Organic Peroxides (5.2)	YES	YES
Toxic Substances (Packing Group I, II and III)	YES	YES
Toxic Substances in Packing Group I Based on Vapor Inhalation	NO	NO
Infectious Substance (6.2) (Category A)	NO	NO
Infectious Substances (6.2) (Biological Substances, Category B)	YES	YES
Radioactive I, II, III (7)	YES	YES For Mexico Only
Corrosive (8)	YES	YES
Miscellaneous (9)	YES	YES
Hazardous Waste	NO	NO

*U.S., Canada, Mexico, and Puerto Rico

**UPS will only transport explosive articles that are exempted in accordance with 27 C.F.R. 555.141.

F. If the shipment contains Dangerous Goods, as defined in these Terms, the shipper shall have the sole obligation and responsibility to so state on the Air Waybill and to comply with all IATA regulations for shipments of Dangerous Goods, and any and all applicable law. If required by applicable regulations, the shipper shall also submit a

signed Shipper's Declaration for Dangerous Goods and all other relevant documents for the shipment of Dangerous Goods.

- G. If the commodity being shipped is not Dangerous Goods, but could be confused as such, the shipper shall place the words "NOT RESTRICTED" on the Air Waybill to indicate that the shipper has reviewed the shipment against the appropriate regulations and determined that the shipment does not qualify as Dangerous Goods, and otherwise complies with all applicable regulations.
- H. Dangerous Goods may not be included in the same shipment with non-regulated commodities. Dangerous Goods and non-Dangerous Goods shall be declared on separate Air Waybills.

XVII. GUARANTEED SERVICE

- A. UPS guarantees on-schedule delivery of shipments shipped via UPS Next Day Air Freight, UPS 2nd Day Air Freight, UPS 3 Day Freight, and UPS Express Freight services where such services are available ("Guaranteed Service"). Guaranteed Service does not apply to UPS Next Day Air Freight NGS, UPS 2nd Day Air Freight NGS, UPS 3 Day Freight NGS, UPS Air Freight Direct, or UPS Air Freight Consolidated. Guaranteed Service is not available to or from some Beyond Points. For all service levels, shipments to or from B2 points require an additional business day; shipments to or from B3 points require an additional two or more business days in transit time. Information regarding Beyond Points is available through QuickZip, at <http://forwarding.ups-scs.com/quickzip> or by contacting the local UPS Supply Chain Solutions office. Information on availability and description of Guaranteed Service delivery times, designation of pickup and delivery locations, and applicable rates and charges, can be found at www.ups-scs.com, is available upon request, and is subject to change without prior notice. Guaranteed Service may be suspended or revoked without prior notice. "On-time" or "on-schedule" means, subject to the terms of this Section XVII, delivery is attempted within the UPS guaranteed delivery schedule.
- B. When providing UPS Express Freight service, for shipments originating in countries that are subject to export Customs clearance before departure, the guarantee for on-schedule delivery commences only after the shipment has cleared through the relevant export clearance process or after the receipt of the shipment by UPS, whichever is later.
- C. The guaranteed delivery time for all shipments will be extended during holiday periods as specified by the destination country, details of which can be obtained by contacting the local UPS Supply Chain Solutions office, or www.ups-scs.com.
- D. The following shipments are not eligible for Guaranteed Service:
 - 1. Residential pickup or delivery.
 - 2. Shipments containing Dangerous Goods.

3. Shipments to B3 service points for UPS Next Day Air Freight, unless directed to a UPS destination office and hold for pickup service is selected.
 4. Shipments to B3 service points for UPS Express Freight, except for airport-to-airport moves.
- E.** Unless otherwise provided in these Terms, the following shipments shall be shipped only via UPS Next Day Air Freight Guaranteed Service:
1. Live animals.
 2. Perishable or temperature-controlled commodities.
 3. Jewelry, furs, and any Item of Extraordinary Value (as defined in Section XXIV, Limitations of Liability).
- F.** In the event UPS fails to attempt delivery within the time published on the UPS website, or as provided when 1-800-443-6379, or the local UPS Supply Chain Solutions office is called, UPS at its option will either credit or refund the Transportation charges for each such shipment to the payer only, upon request and subject to the conditions set forth in this Section XVII. This is the sole remedy available under the Guaranteed Service and Guaranteed Service does not constitute any form of undertaking or representation for any other purpose that the shipment will arrive by any particular time.
- G.** Under no circumstances shall UPS be liable for loss of merchantability or any special, incidental or consequential damages, including, but not limited to, damages arising from delayed delivery or failure to attempt delivery in accordance with Guaranteed Service, loss of profits or loss of income, whether or not UPS had knowledge that such damages might be incurred. UPS shall not be liable for any damages whatsoever for delayed delivery, except as specifically provided for shipments made under Guaranteed Service.
- H.** Only one refund or credit is permitted per shipment. In the case of multiple-piece Guaranteed Service shipments, the guarantee will apply to every piece in the shipment. If a piece within a multi-piece international shipment (other than multi-piece North American air freight shipments or multi-piece domestic, non-North American air freight shipment) is delayed, a refund or credit will be given only for the portion of the Transportation charges applicable to that piece. If a piece within a multi-piece North American air freight shipment is delayed, a refund or credit will be given for the Transportation charges applicable to the entire shipment. Credits for Transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
- I.** The Guaranteed Service remedy set forth in Subsection F is not provided for shipments that are delayed due in whole or in part to:

1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment, including delivery instructions from the shipper or consignee with which UPS attempted to, or did, comply.
 2. The nature of the shipment, defect, or inherent vice of the contents.
 3. Failure of the shipper or consignee to observe any term contained in these Terms, including, but not limited to, improper or insufficient packaging, securing, addressing or marking of any shipment, omission of, or provision of, an incorrect consignee address or ZIP/postal code on the Air Waybill, or providing insufficient information.
 4. Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, application of security regulations imposed by a government or otherwise applicable to the shipment, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, civil commotions or hazards incident to a state of war, local or national disruptions in ground or air transportation networks or systems due to events beyond UPS's control, disruption or failure of communication and information systems, disruption or failure of utilities, or any circumstances beyond UPS's control.
 5. Mechanical delay of aircraft or other equipment failures on all international shipments other than shipments between the continental United States, Canada, and Puerto Rico.
 6. Acts or omissions of any person other than UPS.
 7. Compliance with laws, government regulations or requirements, or any cause beyond UPS's control.
- J.** The Guaranteed Service remedy set forth in Subsection F is not provided for shipments containing Oversized or Non-Conforming Cargo.

K. Guaranteed Service Claim Requirements

1. All Guaranteed Service claims shall be made in writing and submitted to ensure receipt by UPS within 15 calendar days after the date of acceptance of the Guaranteed Service shipment by UPS. Claims for Guaranteed Service shipments within the United States, or between the United States and Canada or Puerto Rico shall be delivered to the following address:

UPS Cargo Claims Department
35 Glenlake Parkway, N.E., Suite 320
Atlanta, GA 30328

For all other shipments, contact the local UPS Supply Chain Solutions office.

2. All Guaranteed Service claims must include (1) reference to the UPS invoice number to which the claim pertains; (2) check number and name of payor on the check, if payment was made by check; (3) a copy of the Air Waybill, bill of lading, or shipping manifest; and (4) description of, and amount of, the refund requested.
3. No action arising under the Guaranteed Service remedy for domestic Guaranteed Service shipments may be maintained against UPS unless (1) claimant strictly complies with all requirements of this Subsection; and (2) claimant commences the action within one (1) year from the date of acceptance of the Guaranteed Service shipment by UPS, unless otherwise required by federal, state, or other applicable law, rule or regulation applicable to the Guaranteed Service shipment.
4. No action arising under the Guaranteed Service remedy for international Guaranteed Service shipments may be maintained against UPS unless (1) claimant strictly complies with all requirements of this Subsection; and (2) claimant commences the action within two (2) years from date of arrival of the Guaranteed Service shipment at destination or from the date the Guaranteed Service shipment should have arrived or from the date on which carriage stopped, unless otherwise provided by any mandatory applicable law.

XVIII. CONVENTION RULES AND OTHER MANDATORY LAW

- A. Where carriage by air involves an ultimate destination or stop outside the country of origin, the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo.
- B. Notwithstanding any clause to the contrary contained in these Terms, international carriage by road may be subject to the CMR Convention.
- C. Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory law applies, the liability of UPS is governed by and will be limited according to the applicable rules, and the provisions of these Terms shall apply only to the extent not inconsistent with such rules.
- D. Where Convention Rules or other mandatory laws do not apply, UPS's liability will be governed exclusively by these Terms.

XIX. LIABILITY OF UPS

- A. UPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES.
- B. Except for failure to attempt delivery in accordance with Section XVII (Guaranteed Service), and then only in respect of the remedy afforded by Section XVII, Subsection F, UPS will not be liable for misdelivery, incomplete or otherwise

inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), nondelivery, missed pickup, delay, loss or damage or in respect of any fines, penalties or other expenses, unless caused by UPS's sole negligence and UPS's liability shall be limited in any event pursuant to Section XXIV (Limitations of Liability). UPS will not be liable for any loss of or damage or delay to any shipment that occurs before UPS has accepted and taken possession of the shipment, or after delivery.

- C. Without limiting the generality of Subsection B, UPS shall not be liable for any loss or damage, misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, penalties, expenses, or delay, caused in whole or in part by:
1. The act, default or omission of the shipper, consignee or any other party claiming an interest in the shipment;
 2. The nature of the shipment, defect, or inherent vice of the product, including but not limited to loss or damage to perishable or temperature controlled items, to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the product;
 3. Failure of the shipper or consignee to observe any requirements or obligations contained in these Terms, including, but not limited to, improper or insufficient packaging, securing, addressing or marking of any shipment;
 4. Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of custom officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labor disputes or disturbances, local or national disruptions in ground or air transportation networks or systems due to events beyond UPS's control, disruption or failure of communication and information systems, disruption or failure of utilities, civil commotions or hazards incident to a state of war, mechanical delay of aircraft or other equipment failures on all international shipments other than shipments between the United States, Canada, and Puerto Rico, and any circumstances beyond UPS's control.
 5. Acts or omissions of any person other than UPS, including delivery instructions from the shipper or consignee with which UPS attempted to, or did, comply;
 6. Compliance with laws, governmental regulations or requirements, or any cause beyond UPS's control.
- D. UPS shall not be liable for any loss or damage, misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, penalties, expenses, or delay of any shipment containing any articles that shippers are prohibited from shipping, that UPS does not or is not

authorized to accept for transportation, that UPS states it will not accept, or that UPS has a right to refuse.

- E. Except for eligible Guaranteed Service shipments, and then only for the purpose of any credit or refund of the Transportation Charges (see Section XVII), UPS does not guarantee that delivery will be attempted by any specific time or date and shall not be liable for delay or any other failure to meet an agreed-upon delivery deadline. In no event shall UPS be liable for loss of merchantability or any special, incidental or consequential damages due to misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage whether or not UPS had knowledge that such damages might be incurred.
- F. Shipper and consignee are responsible for, and warrant their compliance with, all applicable laws, rules and regulations, including, but not limited to, customs laws, import and export laws, and government regulations of any country to, from, through or over which its shipment may be carried. Shipper and/or consignee agree to furnish such information and complete and attach to the Air Waybill such documents as are necessary to comply with such laws, rules and regulations. UPS assumes no liability to shipper, consignee or any other person for any loss or expense due to shipper's or consignee's failure to comply with this provision.
- G. UPS's liability for damages including, but not limited to, those damages arising from or related to misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage, shall in no event exceed that set forth in the Limitations of Liability (see Section XXIV) provisions contained in these Terms.
- H. IN NO EVENT SHALL UPS BE LIABLE FOR LOSS OF MERCHANTABILITY OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, WHETHER OR NOT UPS HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, AND WHETHER PLEADED UNDER TORT, CONTRACT OR ANY OTHER LEGAL THEORY. To the extent not prohibited by law, this exclusion applies to damages of any kind, including, but not limited to, property damage, whether or not related to the goods being transported.

XX. CLAIMS PROCEDURE

- A. Except to the extent that Convention Rules or other applicable mandatory laws apply and provide otherwise, all claims against UPS arising from or related to the provision of UPS Air Freight Services, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be extinguished unless the shipper or claimant (1) timely and completely complies with all applicable notice and claims requirements and periods set forth in these Terms, including as to

claims for loss or damage to property, Guaranteed Service claims or claims for invoice adjustments; and (2) pleads on the face of any complaint filed against UPS satisfaction and compliance with those notice and claims requirements and periods as a contractual condition precedent to recovery. To the extent that Convention Rules or other applicable mandatory law apply and impose notice or claims requirements or periods which are either not addressed in or are inconsistent with these Terms, those requirements and periods shall apply.

B. Loss and Damage Claim Requirements.

1. Claims for loss or damage shall be delivered to the following addresses:

For United States and Canada:
UPS Cargo Claims Department
35 Glenlake Parkway, N.E., Suite
320
Atlanta, GA 30328

For all other locations:
UPS Supply Chain Solutions Cargo Claims (Contact the UPS local
office address)

2. All claims for loss or damage shall be made in writing and received by UPS within 60 calendar days of the date of acceptance of the shipment by UPS. For purposes of this Section XX(B), pursuant to 49 U.S.C. § 14101(b), shipper expressly waives its rights under 49 U.S.C. § 14706(e).
3. All claims shall include:
 - a. copy of the Air Waybill, bill of lading or shipping manifest;
 - b. copy of the commercial invoice and packing list;
 - c. a description of the goods;
 - d. a description and details of the nature/extent of the damage or loss; and
 - e. the amount of the claim.
4. All liability under the claims procedures set forth in these Terms (including Guaranteed Service) shall be the responsibility of the Originating Network.
5. No loss or damage claim will be processed until all Transportation charges have been paid. Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

6. If a claim is made for damage to a shipment, all contents and packaging materials shall be retained in the original shipping container, in the same condition as when the loss or damage was discovered, until inspected by UPS.
 7. Notice Requirement for Concealed Loss or Damage Claims
 - a. For shipments within the United States or Canada, or shipments between the United States and Canada, claims for loss or damage to contents of a shipping container that could not have been noted at time of delivery shall be reported to UPS by calling 1-800-443-6379 within 14 calendar days from date of delivery. A request for inspection must be made at that time. All contents shall be retained in the original shipping container, in the same condition it was in when loss or damage was discovered, until inspected by UPS.
 - b. For shipments other than those described in Subsection 7(a), above, loss or damage to contents of a shipping container that could not have been noted at time of delivery shall be reported to the local UPS Supply Chain Solutions office within 14 calendar days from date of delivery. A request for inspection must be made at that time. All contents and packaging materials shall be retained in the original shipping container, in the same condition as when the loss or damage was discovered, until inspected by UPS.
 8. No action for loss or damage arising from a shipment may be maintained against UPS unless (1) claimant strictly complies with all requirements of this Subsection B; and (2) claimant commences the action within one (1) year from the date of acceptance of the shipment by UPS.
 9. When UPS pays the actual cost, the purchase price, or the replacement cost of the property, all rights, title to, and interest in the property shall thereupon pass to UPS, and UPS reserves the right to obtain the property for salvage and it will be picked up at UPS's sole discretion.
 10. For information on claim procedures for shipments within the United States or within Canada, or between the United States and Canada, contact 1-800-443-6379, or <http://forwarding.ups-scs.com/documentcenter/CargoClaimsForm.asp>. For all other shipments, contact the local UPS Supply Chain Solutions office.
 11. All claims for loss or damage are subject to proof of value. UPS's liability, if any, for loss or damage, is limited in accordance with the provisions of Section XXIV (Limitations of Liability).
 12. Receipt of shipment by the consignee or the consignee's agent without written notification of damage or loss on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition.
- C. Cargo Insurance Claim Requirements.** For claims filed pursuant to Cargo Insurance, see Section XXV (Cargo Insurance).

D. Invoice Adjustments Claim Requirements

1. For purposes of this Subsection XX(D), pursuant to 49 U.S.C. §14101(b), shipper expressly waives its rights under 49 U.S.C. §§ 13710(a)(3)(B) and 14705(b).
2. Claims for invoice adjustments (e.g., adjustment of charges based on incorrect rate, billable weight, overcharges, type of service, etc.) shall be made in writing and delivered within 60 calendar days of date of shipment to the following addresses:

For United States and Canada:

Quality Assurance Department
UPS Supply Chain Solutions
Keystone Industrial Park, Box 7
Scranton, PA 18577

For all other locations: (Contact the UPS local office).

3. No action for overcharges or invoice adjustments may be maintained against UPS unless (1) claimant strictly complies with all requirements of this Subsection D; and (2) claimant commences the action within one (1) year from the date of acceptance of the shipment by UPS unless otherwise required by federal, state or applicable law, rule or regulation applicable to the shipment.

E. Guaranteed Service Claims. For claims filed pursuant to UPS's Guaranteed Service, see Section XVII.

F. C.T.S. Service Claim Requirements: Any claims resulting from failure to provide C.T.S. service shall be filed pursuant to Section X.

XXI. LIABILITY FOR CHARGES

The shipper and consignee shall be liable, jointly and severally, for all charges payable on account of any shipment, including, but not limited to, Transportation charges and all duties, customs assessments, governmental penalties and fines, taxes and UPS's attorneys' fees and legal costs related to the shipment, and such other sums advanced or disbursed by UPS on account of such shipment.

XXII. INDEMNIFICATION

The shipper and consignee shall be liable, jointly and severally, to pay or indemnify, protect, defend and hold UPS harmless from and against any and all claims, liabilities, fines, penalties, damages, costs or other sums (including attorneys' fees and costs) that may be incurred, suffered or disbursed for any violation of any of these Terms or any other default of the shipper, consignee or such other party with respect to a shipment.

XXIII. LIENS ON SHIPMENTS

UPS shall have a general and continuing lien on any and all property coming into the actual or constructive possession of UPS for monies owed to UPS with regard to the shipment for which the lien is claimed, a prior shipment, or both, for all sums due and payable. In the event of non-

payment of any sum payable to UPS, the shipment may be held by UPS and disposed of at public or private sale, in satisfaction of all sums due and payable, including storage charges, and with no further liability to UPS. If the proceeds of the sale are not sufficient to satisfy UPS's lien for all sums due and payable, the shipper and consignee remain liable for the balance of any unpaid charges payable on account of the shipment. The rights provided by this section shall be in addition to all other rights allowed by law to UPS to recover unpaid amounts.

XXIV. LIMITATIONS OF LIABILITY

- A.** All limitations of liability shall be calculated using actual weight of the shipment. UPS's liability shall at no time exceed the actual value of the goods lost or damaged, and it is the shipper's responsibility to prove actual damages. The limitations of liability contained in these Terms apply to all services, and limit UPS's liability for damages, including, but not limited to, damages arising from or related to loss of, or damage to cargo, misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions, or failure to collect or properly deliver a payment instrument), non-delivery, or missed pickup.
- B.** No employee, agent, subcontractor, or representative of UPS, other than an officer of UPS may waive or alter any of the limitations set forth in these Terms and any such waiver or alteration shall be in writing and signed by an officer of UPS.
- C.** Except as otherwise provided in these Terms, UPS's liability for all damages (including, but not limited to, loss or damage to cargo occurring during motor carriage within the United States) shall be limited to the higher of \$50.00 per shipment or \$0.50 per pound (\$1.10 per kilogram) of that part of the cargo adversely affected thereby, plus Transportation charges applicable to that part of the shipment adversely affected thereby, unless at the time of shipment the shipper makes a declaration of value for carriage in the space designated on the Air Waybill and pays the appropriate valuation charge, in which event UPS's liability shall not exceed such higher declared value. (Declared value is subject to maximum allowable limits and applicable local law restrictions (see Section XXIV(G)). For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, only Cargo Insurance (and not declared value) is available. (See Section XXV, Cargo Insurance).
- D.** UPS's liability for loss or damage to international shipments transported by air shall be limited to 19 Special Drawing Rights ("SDR") per kilogram of that part of the cargo adversely affected thereby, plus Transportation charges applicable to that part of the shipment adversely affected thereby, unless at the time of shipment the shipper makes a declaration of value for carriage in the space designated on the Air Waybill and pays the appropriate valuation charge, in which event UPS's liability shall not exceed such higher declared value. For current SDR valuation, see <http://www.imf.org>. (Declared value is subject to maximum allowable limits and applicable local law restrictions (see Section XXIV(G)). For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, only Cargo Insurance (and not declared value) is available. (See Section XXV, Cargo Insurance).

- E. For losses occurring in Mexico to shipments transported by ground, UPS's liability for damages on shipments shall not exceed ten cents (\$0.10) per pound (\$0.22 cents per kilogram) of that part of the cargo adversely affected thereby plus Transportation charges applicable to that part of the shipment adversely affected thereby unless, at the time of shipment, the shipper makes a declaration of value for carriage in the space designated on the Air Waybill and pays the appropriate valuation charge in which event UPS's liability shall not exceed such higher declared value. (Declared value is subject to maximum allowable limits and applicable local law restrictions (see Section XXIV(G)). For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, only Cargo Insurance (and not declared value) is available. (See Section XXV, Cargo Insurance).

F. Declared Value; Declared Value Charges

1. The shipper acknowledges that he or she has been given the opportunity to declare a value in excess of the applicable liability limits where permitted by applicable law. When a declaration of value for carriage is made, the value per pound or per kilogram for calculating declared value liability shall be determined by dividing the shipper's declared value for carriage by the actual weight of the shipment. Liability shall in no event exceed the lesser of the declared value of the shipment, plus applicable Transportation charges, or the actual amount of loss or damage to that part of the shipment adversely affected. For shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, only Cargo Insurance (and not declared value) is available. See Section XXV, Cargo Insurance – International Shipments).
 2. When the declared value exceeds the greater of \$0.50 per pound or \$50.00 per shipment, an additional amount will be charged for each \$100 (or fraction thereof) of additional declared value as follows: (i) For shipments transported between and within the U.S., Canada and Puerto Rico, \$0.75 for each \$100.00 (or fraction thereof), with a minimum charge of \$15.00 per shipment; (ii) For shipments transported to and from Mexico, \$0.85 for each \$100.00 (or fraction thereof) with a minimum charge of \$15.00 per shipment.
- G. Notwithstanding the above liability limitations, shipments containing the following commodities are subject to the following maximum declared values (or maximum insured values if Cargo Insurance applies), and UPS's liability (or the insurer's liability if Cargo Insurance applies) shall not exceed such maximum declared values:

1. Items of Extraordinary Value are limited to a maximum declared value of \$500.00. Items of Extraordinary value include:
 - a. Artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries or sculpture. Shipper shall pack these items in accordance with the packing and marking provisions contained in these Terms. UPS shall not be liable for any damage to a commodity

containing glass facings when damage to the commodity is created by the breakage of the glass.

- b. Clocks, watches, jewelry (including costume jewelry), furs, and fur-trimmed clothing.
 - c. Inherently fragile or unique items, including prototypes.
- 2. The maximum declared value for any shipment containing glass is \$50.00, and UPS's liability for damage to shipments containing glass shall be limited to \$50.00. Shipments containing glass with a declared value exceeding \$50.00 will not be accepted. Shipments containing glass include but are not limited to windshields, plate glass, ceramics, chinaware, light bulbs, televisions, monitors, glass, and glassware.
- 3. The maximum declared value for any envelope is \$100.00.
- 4. The maximum declared value for any live animal shipment is \$100.00.
- H. An item with a declared or insured value of \$25,000.00 or greater shall not be included in the same shipment with any other article, and shall be preapproved (see Section XXXI, Shipments Subject to Advance Arrangements).
- I. Any declared value in excess of the maximums allowed in these Terms is null and void, and the acceptance for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. If a shipment with a declared value in excess of the maximum allowable value is inadvertently accepted, UPS liability shall not exceed the maximum allowable value set forth in this Section.
- J. Shipper, consignee and any other party with an interest in the shipment hereby waives any and all rights of subrogation, recovery, claim, action or cause of action in subrogation, against UPS for any misdelivery, incomplete or otherwise inadequate delivery (including, but not limited to, failure to follow shipper or consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay, loss or damage to or arising from shipments hereunder, regardless of cause. Shipper, consignee and any other party with an interest in the shipment (or anyone claiming by, through or on behalf of such parties) represents and warrants that their respective insurers have agreed to said waiver, and agree to hold harmless, protect, defend, and indemnify UPS against such insurers or other holders of interest for failing to secure said agreement.

XXV. CARGO INSURANCE — INTERNATIONAL SHIPMENTS

- A. At the shipper's option, where permitted under applicable law, and subject to the following requirements, a shipper may arrange for and pay for Cargo Insurance for shipments with an origin or destination outside the United States, Canada, Mexico, or Puerto Rico, if an amount of insurance is entered in the insured value section of the

Air Waybill. UPS accepts no responsibility for or liability to, and the shipper and consignee waive, release, and discharge UPS from, shipper's or consignee's failure to comply with the terms and conditions of the Cargo Insurance policy. Policy terms and conditions apply and are available upon request, which terms and conditions include without limitation, the limits and conditions described in Subsections B-F, below.

- B. The insurance covers the shipment against all risks of physical loss or damage from most external causes, subject to certain exclusions. (See exclusions listed below.) Coverage begins when the Air Waybill is issued and the shipment has been tendered to UPS, its agent or forwarder and continues until the shipment has been delivered to the final destination point named in the Air Waybill, or when the consignee or consignee's agent has taken possession.
- C. The amount of insurance requested (in whole dollars) should be equal to the value of the shipment (lesser of replacement cost or sales price) plus insurance, incurred duty, and the freight charges, plus 10%. A premium per \$100.00 of insurance requested will be charged and billed. Advance arrangements shall be made for requested insurance greater than \$25,000 (see Section XXXI, Shipments Subject To Advance Arrangements), and in no event shall the amount of insurance requested exceed \$500,000 without written approval. Any amount of insurance requested in excess of the maximum allowed in these Terms is null and void, and the acceptance by UPS for carriage of any shipment with an insurance amount in excess of the allowed maximum does not constitute a waiver of this maximum. Cargo Insurance is not available for shipments involving those commodities defined in Section XXXII (Shipments Not Acceptable).
- D. All claims shall be made in accordance with the following:
 - 1. Claims for physical loss or damage covered by Cargo Insurance shall be received at the following addresses:

For United States and Canada:
UPS Cargo Claims Department
35 Glenlake Parkway, N.E., Suite 320
Atlanta, GA 30328

For all other locations:
UPS Supply Chain Solutions
Cargo Claims
(Contact the UPS local office)
 - 2. For information regarding filing a claim and claim limits under Cargo Insurance, see <http://forwarding.ups-scs.com/documentcenter/CargoClaimsForm.asp>
 - 3. No Cargo Insurance claims will be processed until the premium for such insurance has been paid. Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights,

including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

4. When salvage becomes the property of the Cargo Insurance insurer due to claim settlement (such as when the insurer pays the invoice price, the actual or replacement cost of the property), it will be picked up at the insurer's sole discretion.
5. All claims for loss or damage are subject to proof of value. All claims for loss or damage are subject to definitive proof of value based on invoice value (less profit) of any cargo which is the subject of such claim.
- E. Shipper, for itself and on behalf of the consignee, agrees and acknowledges that UPS makes the Cargo Insurance option available simply as an accommodation to Shipper who may or may not elect to obtain such coverage, and that by doing so, UPS is not and shall not be deemed to be an insurance company and shall have no liability as such.
- F. **EXCLUSIONS:** Loss or damage caused by or resulting from delay, mold, vermin, moth, wear and tear and gradual deterioration, inherent vice, rust, seizure or confiscation by authorities, loss or damage by climatic conditions or extremes of temperature, changes of market, nuclear reaction, radiation, radioactive contamination, improper packing, or improper or unsuitable packaging is not covered under the Cargo Insurance Policy.
- G. Cargo Insurance is not available for shipments with an origin and destination within the United States, Canada, Mexico, and Puerto Rico.

XXVI. NOTICE AND DISPOSITION OF PROPERTY

- A. When shipments arrive at destination, UPS will notify the consignee and/or the designated customs broker if UPS is not arranging for delivery.
- B. If at the expiration of free storage time provided in Section XXXV (Storage) a shipment is unclaimed or delivery cannot be accomplished, or the shipment is undeliverable for any other reason, UPS will notify the shipper and consignee by telephone, email, facsimile or mail at the address shown on the Air Waybill. Upon written instructions from the shipper, unless prohibited by applicable customs regulations or other regulations, UPS will return the shipment, forward, or re-consign it, or otherwise dispose of it at the shipper's expense, which expense may include without limitation substantial Dangerous Goods or Hazardous Waste disposal fees where applicable. If no written instructions are received by UPS within 30 calendar days from the date of receipt of the shipment at destination, to the extent permitted by applicable law, UPS will dispose of the shipment at public or private sale without further notice to the shipper and consignee and with no further liability to UPS.
- C. No sale or disposal pursuant to this provision shall discharge any liability of the shipper or consignee or any lien to any greater extent than the proceeds thereof, less

selling expenses, if any, and the shipper and consignee shall remain liable, jointly and severally, for any deficiency.

XXVII. PACKING AND MARKING REQUIREMENTS

- A. Save in cases where UPS undertakes the preparation of a shipment for carriage as part of UPS Inside Precision, shipments shall be prepared or packed by the shipper or its agents, in accordance with the provisions of this Section and all legal requirements, to ensure safe transportation with ordinary care in handling.
- B. Any article susceptible to damage by ordinary handling shall be adequately protected by proper packing and shall be marked or bear appropriate labels.
- C. Any article susceptible to damage as a result of any condition which may be encountered in transportation, such as high vibration, variations in temperature or atmospheric pressure, shall be adequately protected by proper packing and any other measures necessary to protect the article from the customary conditions of transportation.
- D. Each piece shall be legibly and durably marked with the name and address, including correct Zip/postal code of the shipper and consignee. When a container is used repetitively by the shipper, shipper shall remove all old labels, tags, or markings, and shipper shall ensure that the container retains adequate strength for transportation.
- E. Pieces with a floor bearing weight in excess of 100 pounds (45.36 kilograms) per square foot shall be provided with a skid or base which will reduce the floor bearing weight to 100 pounds (45.36 kilograms) or less per square foot. Such skid or base shall be furnished by the shipper and included in the gross weight of the piece.
- F. Shipments with a declared value for carriage of \$100.00 or more shall be packed within outside containers with measurements of at least one cubic foot in volume or more.
- G. Shipments of artwork, original paintings, drawings, etchings, water colors, and sculptures of any kind, shall be packed in wood crates of at least 1/4 inch (.64 centimeters) thickness that completely surround the article being shipped and shall be clearly marked to identify the contents. The shipper shall not include glass facings in the same shipping container. If a glass facing is included, UPS will not be responsible for any damage to the commodity therein.
- H. Dangerous Goods shall be packaged, marked and labeled by the shipper in accordance with applicable regulations and these Terms.

XXVIII. PERISHABLE COMMODITIES

- A. Except for shipments shipped in accordance with Section XVI.B. of these Terms, all North American air freight shipments containing perishable or temperature-controlled commodities may be shipped only via UPS Next Day Air Freight Guaranteed Service.

- B. Shipments of perishable commodities that are picked up on Friday must be destined to an AM Service point, include a Saturday delivery request, and will be subject to additional charges.
- C. United States and Canadian shipments containing perishable commodities shall be packed to travel without spoilage for 72 hours from the time of pickup.
- D. International shipments of perishable commodities are subject to advance arrangements. International shipments may be transported via UPS Air Freight Direct or UPS Air Freight Consolidated Services. All international shipments containing perishable commodities shall be packed to travel without spoilage for 24 hours beyond the scheduled delivery date.
- E. UPS reserves the right in its discretion to embargo regions of the world based on conditions in such regions that may cause damage to perishable commodities.
- F. UPS provides Temperature True Service only as a contractual service, in accordance with these Terms and the terms of the agreement for Temperature True services. Temperature True Service is subject to the restrictions and limitations of liability set forth in Section XIX (Liability of UPS) and Section XXIV (Limitations of Liability).

XXIX. ROUTING

UPS will determine the routing, method, and modes of transportation of all shipments. UPS reserves the right to route a shipment in any way it deems appropriate and to divert any shipment (including use of other carriers) for any reason to facilitate delivery. Shipper and/or consignee agree that there are no stopping places which are agreed at the time of the tender of the shipment, and that UPS may, without notice, substitute alternate carrier or aircraft, deviate from any route, or cause the shipment to be transported by any mode it deems appropriate. UPS shall not be liable for any damages arising from UPS's inability, failure, or refusal to comply with a request to stop, return, or re-route a shipment after tender to UPS. UPS may not perform for each shipment inbound and outbound controls to monitor a shipment's route at each and every handling station within the UPS system, and such monitoring is not part of the services included.

XXX. SHIPMENTS ACCEPTABLE

Shipments are acceptable for transportation only when the rules and regulations set forth in these Terms and all laws, ordinances, and other governmental rules and regulations governing the transportation have been complied with by the shipper and/or consignee. UPS reserves the right to refuse in its sole discretion to provide service, among other reasons, for any shipment that by reason of the dangerous or other character of its contents may, in the sole judgment of UPS, soil, taint or otherwise damage other shipments or equipment, or that is improperly packed, or if UPS deems that it is unsafe or economically or operationally impracticable to provide service.

XXXI. SHIPMENTS SUBJECT TO ADVANCE ARRANGEMENTS

- A. The following commodities will be accepted only upon advance arrangements being made by contacting UPS at 1-800-443-6379, or the local UPS Supply Chain Solutions office, and only when any required advance arrangements have been satisfactorily completed.

1. Shipments of live animals containing mice, rats, toads, frogs, and leeches destined to, or originating from, medical laboratories in the United States or Canada will be accepted for transportation subject to the following provisions and only when such animals are harmless, inoffensive, odorless, and require no attention in transit.
 - a. The shipments shall be boxed or crated so as to prevent escape, ensure safe transportation with ordinary care in handling, and assure protection to any person handling the shipment.
 - b. The animals shall not be included in the same shipment with any other article.
 - c. The shipper shall comply with all laws, ordinances, and government rules and regulations governing the transportation of live animals.
 - d. UPS assumes no liability for the conduct or acts of the animals to themselves or to each other (such as biting, kicking, goring or smothering), or for loss or damage arising from delay, the condition of the animals themselves or any condition resulting from the carriage, or resulting from their nature or propensities.
2. Any shipments having a declared or insured value of \$25,000.00 or greater.
3. Perishable commodities, including, but not limited to, fruits, vegetables, or other perishable foods, or cut flowers.
4. Furs.
5. Neon Signs.
6. Self-propelled surface vehicles.
7. Shipments requiring pickup or delivery that cannot be handled by one individual.
8. Transportation Protective Services shipments (See Section XXXVII, Transportation Protective Services.)
9. Shipments requiring special devices for safe handling. Shipments requiring special devices for safe handling will be accepted only when such special devices are provided and operated by and at the expense of the shipper or consignee.
10. Multi-piece or unusually-sized Dangerous Goods.
11. Saturday pickups.
12. Gold Priority Service shipments.
13. UPS Inside Precision shipments (see Section XII, UPS Inside Precision).

14. Oversized or Non-Conforming Cargo:

- a. UPS Air Freight Services shipments that contain one or more pieces measuring more than 120 inches (304.80 centimeters) in length, 83 inches (210.82 centimeters) in width, or 76 inches (193.04 centimeters) in height, or that are otherwise restricted by their height/contour/profile from fitting in a UPS single standard container (as described in Section VI(D)(2), Charges for Shipments Containing Oversized or Non-Conforming Cargo; Preauthorization, above);
 - b. North American air freight shipments and UPS Express Freight shipments that have a total actual weight or dimensional weight equal to, or greater than, 3000 pounds (1360 kilograms); and
 - c. All UPS Air Freight Direct and UPS Air Freight Consolidated shipments that have a total actual weight or dimensional weight equal to, or greater than, 10,000 pounds (4536 kilograms).
- B.** The following shipments also are subject to UPS's prior written approval, and shall satisfy the following requirements:
1. Shipments containing alcoholic beverages may only be shipped from a licensed dealer or distributor to another licensed dealer or distributor and will only be accepted on an airport to airport basis.
 2. Shipments containing firearms may only be shipped within the contiguous United States and from, or consigned to, a licensed manufacturer, licensed importer, licensed dealer, or licensed collector, and only when such shipment complies with all federal, state, or local law applicable to the shipper, consignee, and package. Firearms must be sent via UPS Constant Surveillance Service. The shipper is required to comply with all applicable laws and regulations, including regulatory compliance by the consignee. The local Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Divisional Office or local equivalent agency may be able to supply the shipper with needed assistance. Upon presenting the package for shipment, the shipper is required to inform UPS personnel in writing that the package contains firearms or ammunition. UPS does not accept international shipments containing: (a) firearms; or (b) firearm parts or components (i) that if assembled create a fully operational firearm, or (ii) which on visual inspection appear to be an assembled firearm, or (iii) which are defined as a firearm under applicable law, including without limitation Title 18, Chapter 44, and Title 25, Chapter 53 of the United States Code.
 3. Shipments containing personal effects may only be shipped for or on behalf of a government entity and only when professionally packed, insured by a third party insurer, and accompanied by required documentation. "Personal effects" includes, but is not limited to wearing apparel, cosmetics, toilet articles, and articles worn by an individual (used, not for resale), and household effects

(including but not limited to furniture, kitchenware, linens, and similar household furnishings, used, not for resale).

XXXII. SHIPMENTS NOT ACCEPTABLE

A. The following items are not accepted for transportation:

1. Corpses or cremated or disinterred remains.
2. Live animals (including birds, fish, reptiles, or insects), except mice, rats, toads, frogs or leeches destined to or originating from medical laboratories within the United States or Canada.
3. Shipments of gold or other precious metals including, but not limited to, silver, bronze, copper, gold or silver coins, coin collections, gems, precious stones, and bullion.
4. Postage, trading or revenue stamps, and stamp collections.
5. Money, currency, bonds, bills of exchange, deeds, promissory notes, negotiable securities, stock certificates, lottery tickets, and other documents of inherent value.
6. Antiques.
7. Electronic data.
8. Stringed instruments including, but not limited to, violins, violas, cellos, bass violins, guitars, mandolins, or banjos. (Note: UPS accepts such instruments if strings are removed prior to shipment).
9. Unwrapped or otherwise improperly packaged goods.
10. Shipments consigned "To Order of," "To Order Notify," or other similar designations.
11. Shipments requiring special care or attention between origin and destination, other than as provided in Sections XII (UPS Inside Precision), and XXXVI (Transportation Protective Services).
12. Shipments requiring a DOT "Inhalation Hazard" label or marking.
13. Waste materials.
14. Shipments requiring a DOT or IATA Explosives 1.1, 1.2, 1.3, 1.4F, 1.5 or 1.6 label.
15. Shipments classified as "Infectious Substance, Category A," including, without limitation, UN2900 and UN2814.

16. Fissile radioactive materials.
17. Shipments not accompanied by proper documentation required by a treaty, convention, statute, or regulation applicable to such shipments.
18. Shipments of an inherent nature for which transportation could not be furnished without sustaining loss or damage, including, but not limited to, the following shipments if they have a glass facing in the same shipping container: used plasma televisions, artwork, original paintings, drawings, etchings, water colors, and sculptures of any kind.
19. Shipments requiring a federal, state, or local license for transportation that UPS has elected not to obtain.
20. Shipments that could cause damage to other shipments, equipment or crew.
21. Shipments that are improperly packaged. Acceptance of any shipment shall not create a presumption that the shipment was properly packaged for carriage, and shipper remains ultimately responsible to ensure proper packaging.
22. Nursery stock or plants.
23. COD (Collect On Delivery) shipments. (UPS provides Check to Shipper Service, see Section X).
24. Fireworks.
25. Fish meal.
26. Shipments prohibited by law.
27. The following commodities are not accepted for service via UPS 2nd Day Air Freight, UPS 2nd Day Air Freight NGS, UPS 3 Day Freight, or UPS 3 Day Freight NGS:
 - a. Mice, rats, toads, frogs, or leeches destined to, or originating from, medical laboratories within the United States or Canada.
 - b. Perishable items or temperature-controlled commodities.
 - c. Jewelry.
 - d. Furs.
 - e. Firearms; firearm parts or components that if assembled create a fully operational firearm, or which on visual inspection appear to be an assembled firearm, or which are defined as a firearm under applicable law, including without limitation Title 18, Chapter 44, and Title 25, Chapter 53 of the United

States Code. See additional restrictions in Section XXXI(B)(2) (Shipments Subject to Advance Arrangements).

- f. Dangerous Goods.
 - g. Any Item of Extraordinary Value.
 - h. Shipments having a declared or insured value exceeding \$50,000.
28. The following commodities are not accepted for service via UPS Express Freight service:
- a. Mice, rats, toads, frogs, or leeches destined to or originating from medical laboratories within the United States or Canada.
 - b. Perishable items.
 - c. Feed, foodstuffs, or other edible material intended for consumption by humans or animals.
 - d. Dangerous Goods.
 - e. Drugs (prescription and non prescription).
 - f. Firearms; firearm parts or components that if assembled create a fully operational firearm, or which on visual inspection appear to be an assembled firearm, or which are defined as a firearm under applicable law, including without limitation Title 18, Chapter 44, and Title 25, Chapter 53 of the United States Code. See additional restrictions in Section XXXI(B)(2) (Shipments Subject to Advance Arrangements).
 - g. “In bond” shipments.
 - h. Cosmetics.
 - i. Gambling devices.
 - j. Liquor.
 - k. Tobacco.
 - l. Pornography.

XXXIII. SHIPMENTS SUBJECT TO DELAY

The following conditions may delay delivery of the shipment to the consignee and shipments subject to such conditions are not eligible for Guaranteed Service, and if accepted for Guaranteed Service, are not eligible for the Guaranteed Service remedy set forth in Section XVII(F):

- A. Shipments that have dimensions too large for available aircraft (as described in Section VI, Charges For Shipments Containing Oversized or Non-Conforming Cargo; Preauthorization).
- B. Shipments that are improperly or inadequately packaged, labeled, or marked or that lack proper documentation.
- C. Shipments tendered by another carrier or by the shipper that do not enter the UPS system in time to meet UPS departure times or critical processing requirements.
- D. Shipments for which the consignee address or Zip/postal code is missing, incorrect, or incomplete.
- E. Shipments requiring government approvals, licenses, permits or processes prior to export or import.
- F. Transportation Protective Services shipments (See Section XXXVII).
- G. Shipments difficult to handle, including oversized or unwieldy shipments.
- H. Shipments for which UPS is instructed (either by instruction on the Air Waybill or marking or labeling on the shipment) to refrain from breaking down a palletized shipment.
- I. Dangerous Goods.
- J. Shipments requiring customs clearance and shipments subject to government agency requirements other than customs clearance, such as inspection of commodities.
- K. C.T.S. shipments.
- L. Shipments subject to security requirements of a carrier or government agency, or other authority.

XXXIV. INSPECTION

UPS may, but shall not be obligated to, inspect any shipment. Cargo items tendered for air transportation may be subject to aviation security controls by air carriers, and to other government regulations.

XXXV. PRIVACY ACT NOTICE

The information a shipper provides, such as name, address and telephone number, will be used to qualify shipper or verify the shipper's status as a possible "known shipper." 49 U.S.C. 114 authorizes the collection of this information. Providing this information is voluntary, however, failure to provide the information will prevent the shipper from qualifying as a "known shipper." This information will be disclosed to TSA personnel and contractors or other agents including indirect air carriers in the maintenance and operation of the known shipper program. TSA may share the information with airport operators, foreign air carriers, indirect air carriers, law enforcement agencies, and others in accordance with the Privacy Act, 5 U.S.C. 552a. For

additional details, see the systems of records notice for Transportation Security Threat Assessment System (DHS/TSA 002) published in the Federal Register.

XXXVI. STORAGE

- A.** Shipments will be held by UPS at destination without charge for three (3) calendar days (excluding non-business days, and legal holidays), computed from the first 8:00 a.m. following notification to the consignee of the arrival of the shipment (“free time”). Storage charges will not be assessed on shipments lacking proper documentation when advance arrangements have been made with UPS in writing by the shipper or the shipper’s agent.
- B.** After the expiration of such free time, UPS will continue to hold such shipments, subject to an additional charge per shipment, per calendar week, or pro-rated portion thereof. A “calendar week” means a period of seven (7) successive calendar days, including non-business days, and legal holidays. If such continued holding is not practical, the shipment will be placed in a public warehouse at the expense of the shipper and consignee, subject to a lien for all Transportation, storage, delivery, warehousing, and other charges, including additional handling charges.
- C.** When the shipment is held by UPS after the expiration of such free time while awaiting delivery instructions, UPS’s liability for loss or damage to the shipment shall not exceed \$0.50 (fifty cents) per pound of goods lost or damaged.
- D.** Except as otherwise agreed in writing, shipments will be held for a period of time not to exceed thirty (30) calendar days from the first 8:00 a.m. following the receipt of the shipment. At the expiration of thirty (30) calendar days, the shipment or part of the shipment will be returned to the shipper at the shipper’s expense, subject to a lien for all charges applicable to the shipment or part thereof, or will be disposed of pursuant to Section XXVI (Notice and Disposition of Property) if it is not feasible to return it to the shipper.
- E.** UPS’s lien rights shall apply to all shipments which are stored pursuant to these Terms.

XXXVII. TRANSPORTATION PROTECTIVE SERVICES (“T.P.S.”)

- A.** At the request of the shipper, UPS will handle shipments under Transportation Protective Services (“T.P.S.”) from the time of acceptance from shipper at origin to the time of delivery to consignee at destination. T.P.S. is only available from and to selected United States and Canadian locations. T.P.S. is not available via UPS Internet Shipping. T.P.S. consists of two services: Signature Security Service and Constant Surveillance Service. The shipper shall specifically request the service desired on the Air Waybill. T.P.S. is not a guaranteed service and does not constitute a separate contract for services. T.P.S. is subject to the restrictions and limitations of liability set forth in Section XIX (Liability of UPS) Section XXIV (Limitations of Liability).

- B.** Signature Security Service shall mean that each employee or agent of UPS shall execute a signed receipt upon accepting custody of the shipment and shall obtain a signed receipt upon relinquishing custody of such shipment to another employee or agent of UPS. On shipments tendered on behalf of the Department of Defense requesting Signature Security Service, UPS will use the DD Form 1907 issued by the shipper as a signature and tally record.
1. Air Waybills, Government Bills of Lading, or other shipping documents presented to UPS shall have the statement "Signature Security Service Requested" entered by the shipper.
 2. For Signature Security Service, a handling charge will be assessed in addition to all other applicable charges.
- C.** Constant Surveillance Service shall mean that an employee or authorized agent shall keep the shipment in constant view and stay within 25 feet of the vehicle containing the shipment at all times when the shipment is being transferred from one mode of transportation to another.
1. All Constant Surveillance Service shipments shall be prearranged by contacting UPS at 1-800-682-4566. Constant Surveillance Service is available only in the contiguous United States and to selected locations in Canada.
 2. Constant Surveillance Service shipments awaiting transportation at an UPS facility will be locked in a secure room or storage facility.
 3. Each employee or agent shall execute a signed receipt upon accepting custody of the shipment and shall obtain a signed receipt upon relinquishing custody of the shipment.
 4. Air Waybills, Government Bills of Lading or shipping documents presented to UPS shall have the statement "Constant Surveillance Requested" and the pre-approved authorization number entered by the shipper.
 5. Firearms shall be sent via Constant Surveillance Service. (See additional restrictions in Section XXXI(B)(2) (Shipments Subject to Advance Arrangements)).
 6. For Constant Surveillance Service, a handling charge will be assessed in addition to all other applicable charges.

XXXVIII. MODIFICATION; WAIVER

- A.** Any failure to enforce or apply a term or provision of the Air Waybill, or of these Terms, shall not constitute a waiver of that term or provision by UPS, and shall not diminish or impair UPS's right to enforce such term or provision in the future.

- B. No subcontractor, agent, or contracting carrier, or other provider has the authority to waive or vary any of these Terms. Only an officer of UPS is authorized to change or modify these terms and any change or modification shall be in writing.

XXXIX. SEVERABILITY; CONTROLLING LAW

- A. If one or more provisions of these Terms shall be held to be invalid, illegal or unenforceable, that provision(s) shall be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- B. Except where law or treaty mandate governing law, these Terms, and the performance, rights and obligations of the parties under these Terms, shall be governed by, and construed in accordance with the laws of the United States and the State of Georgia.

UPS® TARIFF/TERMS AND CONDITIONS OF SERVICE FOR PACKAGE SHIPMENTS IN THE UNITED STATES

Effective July 11, 2011

CONTENTS

1. Introduction	1	4. Provisions for Export and Customs Clearance of International Packages.....	10
2. Terms Used	1	4.1 Electronic Export Information	11
3. Commodities Handled and Restrictions on Service	3	4.2 Certificate of Origin	11
3.1 Items Not Accepted for Transportation	3	4.3 UPS Paperless® Invoice Service.....	12
3.2 Maximum Values.....	4	4.4 Pre-Release Notification for Import Shipments	12
3.3 Prohibited by Law	4	4.5 Record-Keeping	12
3.4 Alcoholic Beverages	4	5. UPS Import Control SM	12
3.5 Biological Materials	5	6. Right of Inspection	13
3.6 Firearms and Ammunition	5	7. Refusal of Service	13
3.7 Food Transport; Assumption of Legal Responsibility	6	8. Packaging	13
3.8 Hazardous Materials Service	6	9. Use of UPS-Provided Materials and Services	14
3.9 Dry Ice	8	10. Use of UPS Electronic Information Systems.....	14
3.10 Limited Quantity/ORM- D Packages	8	11. ZIP Code TM /Postal Code Information	14
3.11 Hazardous Waste, Mercury, and Mercury- Containing Waste	8	12. P.O. Boxes	14
3.12 Live Animals	9	13. UPS Customer Center.....	14
3.13 Perishable Commodities	9	14. Third-Party Retailer	14
3.14 Pharmaceuticals.....	9	15. Pickup Services– Scheduled	15
3.15 Portable Electronic Devices.....	9	16. UPS On-Call Pickup® Service	15
3.16 Tobacco Products	9		

17. Saturday Pickup; Processing Fee	15	33.2 Responsibility for C.O.D.s	20
18. Drop Shipment.....	16	33.3 Consignee's Checks in Payment of C.O.D.s	20
19. Delivery	16	33.4 C.O.D. Package of \$10,000 or More.....	20
20. Residential Delivery	16	33.5 Acceptance of Personal Check.....	20
21. Deliveries Attempted Three Times Without Extra Charge	16	33.6 C.O.D. Remittance Verification	20
22. Hold for Pickup Service.....	16	33.7 Restrictions	21
23. Shipper Release	17	33.8 Charges for C.O.D. Collections	21
24. UPS carbon neutral.....	17	33.9 Remittance of C.O.D.s	21
25. UPS Delivery Intercept®	17	34. UPS Returns® Services.....	21
26. Delivery Change Requests ...	17	34.1 UPS Returns®	22
27. Correction of Addresses	17	34.2 UPS Returns® Plus	22
28. Saturday Delivery.....	18	34.3 UPS Returns® on the Web.....	23
29. Delivery Confirmation Services	18	34.4 UPS Returns® Flexible Access	23
29.1 Delivery Confirmation (domestic only)	18	34.5 UPS Returns® Exchange.....	23
29.2 Delivery Confirmation Signature Required (domestic and international).....	18	35. UPS Rates	23
29.3 Delivery Confirmation Adult Signature Required (domestic and international).....	18	35.1 Daily Rates, Standard List Rates, and Retail Rates.....	24
30. Proof of Delivery (P.O.D.)	19	35.2 Letter Rates	24
31. Package Tracking/Tracing and Refund Request Charge	19	35.3 Pak Rates	24
32. Special Handling of Undeliverable Packages; Refused Packages Returned	19	35.4 Private Express Statutes	24
33. C.O.D. Service.....	19	35.5 Rates for Large Packages; Large Package Surcharge	25
33.1 Preparation and Listing of C.O.D. Packages.....	19	36. Additional Handling Charge	25
		37. Fuel Surcharge.....	25

38. Manual Processing Charges	25	47.2 Acknowledgement of Claims for Loss or Damage to Property	33
39. Billing Options for Domestic Shipments	25	47.3 Time Limit for Filing Claims for Loss or Damage to Property	33
40. Billing Options for International Shipments	26	47.4 Investigation of Claims for Loss or Damage to Property	33
41. Disbursement Fee.....	26	47.5 Salvage	34
42. Currency Conversion Rate....	26	47.6 Disposition of Claims for Loss or Damage to Property	34
43. Missing/Invalid Account Number or Refusal Fee.....	26	48. Responsibility for Loss or Damage.....	34
44. Shipping Charge Corrections; Audit	26	48.1 Maximum Declared Values	35
45. Payment of Charges	26	48.2 Liability Limits.....	36
45.1 Invoice Adjustment	27	48.3 Exclusions from Liability	36
45.2 Alternative Payment Plans	27	49. Shipper Indemnification	37
45.3 Late Payment Fee	29	50. Incorporation of Terms; Waiver; Future Changes	38
46. UPS Service Guarantee.....	30		
46.1 Conditions	31		
46.2 Exclusions	31		
47. Claims and Legal Actions	32		
47.1 Filing of Claims for Loss or Damage to Property	32		

UPS® TARIFF/TERMS AND CONDITIONS OF SERVICE FOR PACKAGE SHIPMENTS IN THE UNITED STATES

Effective July 11, 2011

1. Introduction

The following contains the general terms and conditions of contract under which United Parcel Service® ("UPS") is engaged in the transportation of packages itself and jointly through interchange with its affiliates via the services described below.

The UPS Tariff/Terms and Conditions of Service ("Terms") are effective on the date set forth above and are subject to change without prior notice. The Terms are published periodically in printed form in the UPS Rate and Service Guide ("Service Guide") and electronically on the UPS website (ups.com®). The most current and controlling version of the Terms is published at www.ups.com/terms and is available at all local UPS offices. In tendering a shipment for service, the shipper agrees that the version of the Terms and the effective Service Guide in effect at the time of shipping will apply to the shipment and its transportation.

The Terms apply to the following services:

- UPS Air Services
- UPS Hundredweight Service® Air Services
- UPS 3 Day Select®
- UPS Hundredweight Service® UPS 3 Day Select®
- UPS Ground
- UPS Ground with Freight Pricing
- UPS Hundredweight Service® Ground
- UPS Returns® Services
- "UPS Air Services" includes:
 - UPS Next Day Air® Early A.M.®
 - UPS Next Day Air®
 - UPS Next Day Air Saver®

-UPS 2nd Day Air A.M.®

-UPS 2nd Day Air®

"UPS Hundredweight Air Services" includes:

-UPS Hundredweight Service® UPS Next Day Air®

-UPS Hundredweight Service® UPS Next Day Air Saver®

-UPS Hundredweight Service® UPS 2nd Day Air A.M.®

-UPS Hundredweight Service® UPS 2nd Day Air®.

The Terms apply to the following international services:

-UPS Worldwide Express Plus®

-UPS Worldwide Express NA1®

-UPS Worldwide Express®

-UPS Worldwide Saver®

-UPS Worldwide Expedited®

-UPS 3 Day Select® from Canada

-UPS Standard services

2. Terms Used

-Alaska and Hawaii Rates refer to the effective UPS Rates for packages and shipments originating in Alaska and Hawaii published in the effective Service Guide for Alaska and Hawaii, or Retail Rates established by UPS for the service selected by the shipper that apply to the shipper and the package, and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, additional or nonstandard usage, and any other additional charges referenced within the Terms or the Service Guide, or those applicable additional rates set out in any customized contracts.

–**“Business day”** means Monday through Friday except the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (December 25), and New Year’s Eve.

–**“Charges”** means all applicable transportation and other charges including, but not limited to, all applicable accessorial charges, brokerage service fees, surcharges, additional handling charges and late payment fees.

–**“C.O.D.”** means for all purposes Collect on Delivery.

–**“Daily Rates”, “Standard List Rates”, and “Retail Rates”** refer to the effective UPS Rates for packages and shipments originating in the 48 contiguous United States established by UPS for the service selected by the shipper that apply to the shipper and the package, and are in effect at the time of shipping, plus any additional charges or rates for nonstandard service, or additional or nonstandard usage, and any other additional charges referenced within the Terms or the Service Guide, or those applicable additional rates set out in any customized contracts.

–**“Delivery”** shall be deemed to include, but not be limited to: delivery to the consignee or the consignee’s actual or apparent agent or representative, delivery to the address or location specified in the UPS Shipping System, delivery to any person present at the address or location specified in the UPS Shipping System, delivery to a reasonable alternate address or location, delivery in accordance with trade custom or usage, delivery pursuant to UPS’s driver release procedures, delivery pursuant to UPS’s Shipper Release procedures, or delivery otherwise permitted under the Terms.

–**“Drop Shipment”** means any shipment tendered pursuant to a written agreement or prior arrangement between UPS and a specific shipper that permits the shipper to tender quantities of individual packages directly to UPS at a UPS pre-approved designated location.

–**“Letter Rates”** refers to the UPS Rates applicable to shipments using UPS Express® Envelope or UPS Letter packaging containing correspondence, urgent documents, or electronic media, with an actual weight of eight (8) ounces or less. (“UPS Express® Envelope” and “UPS Letter” may be referred to interchangeably.)

–**“Package”** means any container and its contents, and includes Express Envelopes, as well as any article that may be handled without packaging if the handling thereof can be accomplished in a reasonably safe and practicable manner. Except in UPS Hundredweight Service, UPS Ground with Freight Pricing, and for international shipments, each package shall be considered a separate and distinct shipment.

–**“Perishable Commodity”** refers to a perishable commodity or a commodity requiring protection from heat or cold, including, but not limited to, live animals, foods, dry ice, flowers, biological materials.

–**“Receiver” or “Consignee”** refers to the party to whom the package is being sent.

–**“Residential”** refers to a location that is a home, including a business operating out of a home.

–**“Shipper”** refers to the party contracting with UPS for services.

–**“Shipment”** means one or more packages shipped internationally under a single UPS Waybill to one receiver. All packages shipped internationally covered under a single UPS Waybill shall be considered a single shipment.

–**“Third-Party Retailers”** means locations of The UPS Store®, UPS Authorized Shipping Outlet locations, and UPS Alliance Locations (located within Office Depot® and Staples® retail locations).

–**“Timely upload of Package Level Detail (PLD)”** refers to the electronic transmission of all applicable PLD information to UPS at the time that packages are tendered to UPS. PLD includes, but is not limited to,

consignee's full name, complete delivery address, and package weight.

–“**UPS Automated Shipping System**” and “**Source Document**.” Source Document means a document provided by UPS for the purpose of shipping a package via UPS. UPS Automated Shipping System means UPS WorldShip®, UPS CampusShip®, UPS Internet Shipping, UPS Developer Kit, iShip, or an approved UPS Ready® solution that meets UPS requirements at the time of shipment. The term “UPS Automated Shipping System” and “Source Document,” individually or collectively, are sometimes referred to by the term “UPS Shipping System.”

–“**UPS Customer Center**” means a UPS facility where shippers may tender packages to UPS for transportation, and a consignee or other recipient may receive a package Delivery.

–“**UPS Rates**” refers collectively to Daily Rates, Standard List Rates, Retail Rates, Alaska and Hawaii Rates, Letter Rates, and Pak Rates.

–“**UPS Returns Services**” refers collectively to UPS Returns®, UPS Returns® on the Web, UPS Returns® Plus services, UPS Returns® Flexible Access, and UPS Returns® Exchange.

–“**UPS Smart Label™**” as defined here and described in the *UPS Guide to Labeling* includes but is not limited to MAXICODE, postal code bar code, current UPS Routing Code, appropriate UPS service level icon, and UPS 1Z tracking number bar code.

3. Commodities Handled and Restrictions on Service

UPS holds itself out to transport general commodities, as usually defined, subject to the following restrictions.

3.1 Items Not Accepted for Transportation

No service shall be rendered in the transportation of any of the prohibited

articles listed in the applicable Service Guide or the Terms.

UPS does not accept for transportation, and shippers are prohibited from shipping:

–Articles of unusual value, which shall be deemed to include, but are not limited to:

- Any package with an actual value of more than \$50,000;
- Coins, cash, currency, bonds, postage stamps, money orders, and negotiable instruments (such as drafts, bills of exchange, or promissory notes, but excluding checks);
- Unset precious stones, and industrial diamonds;
- Any article that contains more than 50 percent by weight of gold or platinum, or any combination thereof in raw form including, but not limited to, bullion, bars, or scraps of these metals.

–Hazardous waste, defined as a solid waste that meets any of the criteria of the hazardous waste as described in 40 C.F.R. § 261.3;

–Human remains, fetal remains, human body parts, or components thereof;

–Common fireworks;

–Packages with an actual weight of more than 150 pounds, or packages that when measured to determine the billable weight exceed 108 inches in length, or exceed a total of 165 inches in length and girth [(2 x width) + (2 x height)] combined, or in the case of import shipments, exceed 130 inches in length and girth [(2 x width) + (2 x height)] combined. If found in the UPS system, they are subject to one or more of the following additional charges: Over Maximum Weight, Over Maximum Length, or Over Maximum Size.

–Packages presented for shipment at a Third-Party Retailer containing any

hazardous materials requiring shipping papers, firearms, or ammunition;

–Packages tendered via UPS Returns® Services containing hazardous materials (except for Limited Quantity/Other Regulated Materials Shipments ("ORM-D") Ground packages, as set forth below), or firearms, or requiring Delivery Confirmation Adult Signature Required service; and

–Any other items prohibited by the Service Guide, or ups.com®.

Shippers are prohibited from shipping and UPS will not accept for transportation packages containing articles that UPS is not authorized to accept or that UPS states in the Terms that it will not accept, when such packages are presented for shipment at UPS Customer Centers, or any Third-Party Retailer.

UPS reserves the right, but is not required, to return to the shipper any package containing a prohibited article. Such return will be made solely at the shipper's risk and expense.

3.2 Maximum Values

UPS does not accept for service packages with values as set forth below:

–Any package with an actual value of more than \$50,000;

–Packages with a value of more than \$5,000 shipped as a result of a request for service made through the internet;

–Domestic packages with a value of more than \$1000 returned via Print Return Label, Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services;

–International shipments with a value of more than \$1000 per package returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, or 3 UPS Pickup Attempt Return Services (including via UPS Returns on the Web) unless a UPS high-value shipment summary is obtained by the shipper or person tendering the package

and signed by the driver upon tender of the shipment;

–International UPS Import Control shipments with a value of more than \$1000 per package unless a UPS high-value shipment summary is obtained by the shipper or person tendering the package and signed by the driver upon tender of the shipment;

–Packages with a value of \$1000 or more shipped via a Third-Party Retailer if such packages were previously manifested using a Source Document or UPS Automated Shipping System prior to drop off at the Third-Party Retailer;

–Packages with a value of more than \$500 shipped via a UPS Drop Box;

–Prepaid Letters with a value of more than \$100;

–Packages with a value of more than \$999 when Shipper Release is selected;

–Packages with a C.O.D. amount in excess of \$500 shipped via a UPS Drop Box;

–Packages shipped internationally containing jewelry (not including costume jewelry) having a value more than \$500.

3.3 Prohibited by Law

No service shall be rendered by UPS in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country. It is the responsibility of the shipper to ensure that a shipment tendered to UPS, and any UPS Shipping System entry that the shipper prepares for that shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

3.4 Alcoholic Beverages

Packages containing alcoholic beverages (wine, beer, or spirits) are accepted for transportation only as a contractual service and only from shippers who are licensed and authorized under applicable laws to

ship alcoholic beverages. To receive service for packages containing alcoholic beverages, the shipper must enter into an approved UPS agreement for the transportation of wine, beer, or spirits, as applicable. For all packages containing alcoholic beverages, the shipper must use Delivery Confirmation Adult Signature Required service requesting an adult signature for each package containing alcoholic beverages, and must affix a special UPS alcoholic beverages label to each package. For all U.S. inbound import shipments containing alcoholic beverages, the receiver must be licensed and authorized to receive the alcoholic beverages. UPS does not accept packages containing beer or spirits for delivery to a consumer. It is the responsibility of the shipper to ensure that a package tendered to UPS does not violate any federal, state, or local laws or regulations applicable to the package.

UPS reserves the right to dispose of any alcoholic beverages tendered for shipment which shippers are prohibited from shipping, which UPS is not authorized to accept, which UPS states that it will not accept, or which UPS has a right to refuse. UPS reserves the right to discontinue service to any shipper for, among other reasons, tendering a package containing alcoholic beverages that does not comply with all applicable laws or the Terms.

3.5 Biological Materials

UPS accepts packages containing "Biological Substance, Category B" as defined in 49 C.F.R. § 174.134, which are prepared in accordance with all aspects of 49 C.F.R. § 173.199.

Transportation of other biological materials is limited, must be prearranged, and will only be provided under the following conditions: the shipper has received prior written authorization from UPS for the specific package tendered; and the shipper requests service in accordance with the conditions set forth in the written authorization from UPS for the package tendered. Any package containing

biological materials shall be considered a Perishable Commodity.

3.6 Firearms and Ammunition

UPS accepts packages containing firearms (as defined by Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code), only (a) between licensed importers, licensed manufacturers, licensed dealers, and licensed collectors (as defined in Title 18, Chapter 44 of the United States Code), and government agencies; and (b) where not otherwise prohibited by federal, state, or local law from (i) an individual to a licensed importer, licensed manufacturer, licensed dealer or licensed collector; and (ii) from a licensed importer, licensed manufacturer, licensed dealer, or licensed collector to an individual. The shipper shall comply with and shall ensure that each shipment containing firearms complies with all federal, state, and local laws applicable to the shipper, recipient, and package.

—The shipper must use Delivery Confirmation Adult Signature Required service for each package containing a firearm (including handguns). UPS, in its sole discretion, may require the shipper to select a UPS Next Day Air® Service for any package containing a firearm. Handguns (as defined by 18 U.S.C. § 921) will be accepted for transportation only via UPS Next Day Air Services.

—Firearms (including handguns) are not accepted for transportation via UPS Drop Boxes or UPS Internet Shipping, in response to a request for UPS On-Call Pickup® service, or when presented for shipment at any Third-Party Retailer. UPS Returns® Services are not available for packages containing firearms.

—Small arms ammunition, as defined in 49 C.F.R. § 173.59, will be transported only when packaged and labeled in compliance with 49 C.F.R. § 172 (Hazardous Materials). Ammunition may not be shipped in the same package as a firearm.

—Firearm parts, which do not constitute firearms as defined under federal law (including without limitation Title 18,

Chapter 44, and Title 26, Chapter 53 of the United States Code), and which otherwise comply with federal, state, and local law, will be accepted for transportation.

–Firearms (including handguns) and firearm parts are not accepted for shipment internationally.

For more information, access www.ups.com/content/us/en/resources/ship/packaging/guidelines/firearms.html or contact UPS.

3.7 Food Transport; Assumption of Legal Responsibility

Shipments containing “food,” as defined in section 201(f) of the Federal Food, Drug, and Cosmetic Act, will be accepted for transportation only according to the following terms and conditions. Shipper assumes all responsibility with respect to establishing and maintaining all records required under 21 C.F.R. Part 1 Subpart J §§ 1.326-1.363. In so doing, shipper assumes the legal responsibility under 21 C.F.R. § 1.363 for establishing and maintaining records that would otherwise be required to be maintained by UPS. Shipper agrees its records will comply with 21 C.F.R. § 1.352 and shall identify the immediate recipient of the transported food; the origin and destination points of shipment; the date the shipment is received and the date released; the number of packages shipped; a description of the freight describing the type of food received and released; and the route of movement. Shipper agrees expressly to make all records required by 21 C.F.R. § 1.352 available to FDA as required by 21 C.F.R. § 1.361. Shipper commits, and recognizes that it has the responsibility, to ensure that all such records are maintained consistent with the record retention requirements provided in 21 C.F.R. § 1.360 and the record availability requirements provided in 21 C.F.R. § 1.363. Shipper agrees that within 45 days of the date of shipment, Shipper will obtain or request from UPS any information needed from UPS to satisfy Shipper’s responsibility to establish and maintain records. Shipper recognizes that

the foregoing obligations with respect to establishing and maintaining records cannot be terminated. Shipper expressly agrees to immediately assume responsibility to establish and maintain records as provided in this paragraph, regardless of any FDA-designated compliance date for any provision of 21 C.F.R. Part 1 Subpart J.

3.8 Hazardous Materials Service

Hazardous Materials, defined as those materials regulated under Title 49 of the Code of Federal Regulations (49 C.F.R.) (excluding Limited Quantity/Other Regulated Materials (ORM-D) Ground shipments, as referenced below), and Dangerous Goods, defined as those materials regulated by the International Civil Aviation Organization (ICAO) and published in the International Air Transport Association (IATA) Dangerous Goods Regulations (collectively referred to as “Hazardous Materials,” or “Dangerous Goods,” or “International Dangerous Goods”), are accepted for transportation only as a contractual service and in accordance with the UPS Guide for Shipping Ground and Air Hazardous Materials, or the UPS Guide for Shipping International Dangerous Goods. To receive Hazardous Materials or Dangerous Goods service, the shipper must sign and agree to the provisions set forth in an approved UPS agreement relating specifically to the transportation of Hazardous Materials, Dangerous Goods, or International Dangerous Goods (“Hazardous Materials Agreement”). Contact UPS for specific information, including a list of “Common Items That May Be Classified as Hazardous Materials.”

An additional charge will be assessed for each Hazardous Materials package. UPS may also assess an additional surcharge for packages containing certain types of Hazardous Material. Applicable surcharges are described at ups.com.

It is the shipper’s responsibility to determine if a package contains a

Hazardous Material and to properly classify, label, mark, and package it in accordance with applicable governmental regulations. When required, the shipper is responsible for ensuring that all of its employees involved in the preparation of Hazardous Materials for transport are properly trained, tested, and certified in accordance with 49 C.F.R. Part 172.700 through 172.704, or with IATA (Section 1.5) and for ensuring that a program exists for the retraining, testing, and certification as required by these rules.

All packaging used by the shipper for the transportation of Hazardous Materials, when required by regulation, must pass UN performance testing in accordance with 49 C.F.R. Part 178.602 through 178.609 or IATA (Section 6.0).

The shipper must use a software system, such as the most current version of UPS WorldShip[®], that is acceptable to UPS for the preparation of documents for shipping Hazardous Materials, or an alternative method determined by UPS in its reasonable discretion to perform the same functions. UPS will provide shippers, upon request, a list of vendors who provide acceptable software systems.

UPS reserves the right to refuse to accept, to return, or to dispose of, in compliance with applicable laws and regulations, any Hazardous Material that it determines not to have been prepared in accordance with the UPS Guide for Shipping Ground and Air Hazardous Materials, the UPS Guide for Shipping International Dangerous Goods, and all applicable governmental laws and regulations. The shipper agrees to reimburse UPS for any costs or expenses incurred as a result of any improperly packed or prepared Hazardous Materials which shipper tenders to UPS. In addition, the shipper agrees to reimburse UPS for any costs or expenses incurred by UPS if Hazardous Materials tendered by the shipper are refused by the shipper upon return or cannot otherwise be delivered for any reason including, but not limited to, wrong delivery address or refusal of receiver to accept delivery.

UPS reserves the right, in its sole discretion and without prior notice to the shipper, to dispose of any international shipment containing Dangerous Goods refused by the receiver or which for any other reason cannot be delivered.

The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses (including reasonable attorney's and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a Hazardous Materials package, from the shipper's breach of the Hazardous Materials Agreement or the Terms, or from the shipper's non-compliance with governmental laws or regulations applicable to the transportation of Hazardous Materials whether such action is brought by a governmental agency or other person or entity. Under no circumstances shall UPS be liable for special, incidental, or consequential damages arising from the transportation of a Hazardous Materials shipment.

Pursuant to 49 C.F.R. Part 173.30, in the event the shipper loads any UPS vehicle, the shipper agrees to segregate Hazardous Materials in accordance with 49 C.F.R. Part 177.848 and properly secure Hazardous Materials in accordance with 49 C.F.R. Part 177.834.

UPS does not accept Hazardous Materials in any amounts that require placarding under 49 C.F.R. Part 172, Subpart F. The shipper agrees not to tender Hazardous Materials to UPS in any amount for a single vehicle that would require placarding in accordance with 49 C.F.R. Part 172, Subpart F.

UPS reserves the right to discontinue or terminate service immediately with respect to the transportation of Hazardous Materials if the shipper fails to comply with any provisions of the Terms, or any

applicable government regulations (including Limited Quantity/ORM-D shipments that are tendered without the proper shipping documentation). If a shipper tenders an undeclared Hazardous Materials package to UPS, UPS shall not be liable for the package in the event of loss, damage, delay, or misdelivery, nor shall UPS be liable for any special, incidental, or consequential damages.

If the shipper ships Hazardous Materials from more than one location, and the shipper fails to comply with any provisions of the Terms, the Hazardous Materials Agreement, or any governmental regulations, UPS may, in its sole discretion, terminate all of the shipper's shipment locations or limit such termination to those locations where the failure to comply occurred.

Shippers are prohibited from shipping and UPS will not accept for transportation packages containing any Hazardous Materials requiring shipping papers (defined as those materials regulated under Title 49 of the Code of Federal Regulations) or Dangerous Goods requiring Shipper's Declaration for Dangerous Goods documents, when such packages are presented for shipment at UPS Customer Centers, or Third-Party Retailers. Hazardous Materials requiring shipping papers cannot be picked up via UPS On-Call Pickup® service, or retrieved via any UPS Returns® Service.

Additional terms and conditions applicable to the shipment of Hazardous Materials are set forth in the UPS Guide for Shipping Ground and Air Hazardous Materials, and the UPS Guide for Shipping International Dangerous Goods, the terms of which are each incorporated here by this reference and available at <http://www.ups.com/content/us/en/resources/ship/hazardous>

3.9 Dry Ice

Packages containing dry ice (carbon dioxide, solid) as a refrigerant, but no other Hazardous Materials, are accepted for transportation within the United States via

UPS Ground and UPS Air Services (provided such packages are prepared in accordance with all applicable governmental regulations) without a Hazardous Materials Agreement. Packages containing Hazardous Materials that use dry ice (carbon dioxide, solid) as a refrigerant are accepted for transportation within the United States via UPS Ground and Air Services only as a contractual service. Any package containing dry ice will be considered a Perishable Commodity. Packages containing dry ice may be tendered for shipment at locations of The UPS Store®, where such services are available.

3.10 Limited Quantity/ORM-D Packages

Limited Quantity/ORM-D packages are accepted for transportation without Hazardous Materials shipping papers within the 48 contiguous United States via UPS Ground or UPS Hundredweight Service® when properly classified, packaged, and marked. UPS Standard to Canada and UPS Ground (Intra-Alaska and Intra-Oahu) services are available for Limited Quantity/ORM-D shipments without a contract, provided the shipper has reviewed the required checklist and service restrictions with a UPS representative. Limited Quantity/ORM-D packages shipped via UPS Air Services and UPS 3 Day Select® within the United States and Puerto Rico are accepted for transportation on a contractual basis only.

3.11 Hazardous Waste, Mercury, and Mercury-Containing Waste

Packages containing hazardous waste, defined as a solid waste that meets any of the criteria of hazardous waste as described in 40 C.F.R. § 261.3, are not accepted for transportation.

UPS's acceptance for transportation of any elemental mercury, mercury-containing waste material, or used mercury-containing device (including, but not limited to, medical devices, spent or broken

fluorescent lamps, thermostats, or thermometers) is limited, must be prearranged, and will only be provided pursuant to prior written authorization from UPS upon satisfaction of certain requirements including appropriate packaging and financial assurances.

3.12 Live Animals

UPS provides service on a limited basis for packages containing some types of live animals. (The term "animal" as used here refers to anything living, except plants.) UPS will only accept packages containing live animals for shipment within the United States. Live animals may be shipped only pursuant to the restrictions and conditions set forth on [ups.com](http://www.ups.com) regarding Shipping Live Animals. Any package containing a live animal will be considered a Perishable Commodity. Access <http://www.ups.com/content/us/en/resource/s/ship/packaging/guidelines/animals.html> or contact UPS for information regarding shipping live animals.

3.13 Perishable Commodities

UPS does not provide a protective service for the transportation of Perishable Commodities. Such commodities will be accepted for transportation solely at the shipper's risk for any damage arising from the perishable nature of the item. Shippers shall not file claims for, and UPS shall not be liable to shippers or any third parties for, any damage arising from the transportation of Perishable Commodities, regardless of whether the package is delivered pursuant to an applicable UPS Service Guarantee or is delayed in transit. UPS reserves the right to dispose of any package in the UPS system containing a Perishable Commodity that UPS deems in its sole discretion to be unsafe or unsanitary.

3.14 Pharmaceuticals

The shipper shall comply with and shall ensure that each shipment containing pharmaceutical products complies with all applicable federal, state, provincial, and local laws and regulations governing the

shipment or tender of shipment of pharmaceutical products.

3.15 Portable Electronic Devices

UPS transports packages containing radio frequency identification devices (RFID), ultrawideband devices (UWB), and other portable electronic devices (PED) only when such devices are in an inactivated state or otherwise in compliance with applicable law including 14 C.F.R. § 91.21, 14 C.F.R. § 121.306, or 47 C.F.R. § 15.521(a).

3.16 Tobacco Products

Packages containing tobacco or tobacco products, as those terms are variously defined under applicable state law ("Tobacco Product Shipments"), are accepted for transportation only from shippers who are licensed and authorized to ship tobacco and tobacco products pursuant to applicable laws. Tobacco Product Shipments shipped to a consumer will only be accepted for transportation as a contractual service. However, because UPS prohibits shipments of cigarettes to consumers under any circumstances, UPS does not offer a contractual service for the delivery of cigarettes to consumers. To receive service for Tobacco Product Shipments shipped to a consumer, the shipper must sign and agree to the provisions set forth in an approved UPS agreement for the transportation of tobacco products. For all other service for Tobacco Product Shipments, the receiver must be licensed and authorized to receive tobacco or tobacco products pursuant to all applicable federal, state, provincial, or local laws or regulations, and the shipment must conform to the terms, conditions, restrictions, and prohibitions set forth at www.ups.com/tobacco at the time of shipping. It is the responsibility of the shipper to ensure that a shipment tendered to UPS, including a Tobacco Product Shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

UPS reserves the right to refuse to accept, transport, or deliver any Tobacco Product Shipment that UPS, in its sole discretion, determines does not comply with UPS requirements for the shipment or any applicable law or regulation, and to discontinue any or all service to any shipper for, among other reasons, tendering such a shipment. UPS reserves the right to dispose of any Tobacco Product Shipment that shippers are prohibited from shipping, that UPS is not authorized to accept, that UPS states that it will not accept, or that UPS has a right to refuse.

4. Provisions for Export and Customs Clearance of International Packages

The shipper (or the party tendering a package to UPS for service, referred to for purposes of this Section 4 as "shipper") must provide UPS with all documentation and information required by the laws of the origin and destination countries for export and import of shipments (i.e., for export and customs clearance). The shipper is responsible for determining export and import licensing or permitting requirements for a shipment, obtaining any required licenses and permits, and ensuring that the consignee is authorized by the laws of the origin and destination countries to receive the shipment. By tendering an international shipment for service and providing UPS with documentation (including any Source Documents), the shipper certifies that the documentation includes all required licenses and permits, that the statements in that documentation and any other information that the shipper provides to UPS relating to exportation and importation are complete, true, correct, and in compliance with the laws of the origin and destination countries, and that the consignee is authorized by the laws of the origin and destination countries to receive the package. Furthermore, the shipper understands that civil and criminal penalties including seizure and forfeiture, may be imposed for failing to provide UPS with all required documentation, licenses, permits, statements, and information, for making inaccurate, false, or fraudulent

statements, or for violating U.S. or other country laws regulating exports or imports (see, e.g., 13 U.S.C. § 305; 18 U.S.C. §§ 545, 554 and 1001; 19 U.S.C. §§ 1595a and 1592; 22 U.S.C. § 401; and Subchapter C of 15 C.F.R. (i.e., The Export Administration Regulations)).

When an international shipment is tendered to UPS, UPS is thereby appointed as the agent for performance of customs clearance in the destination country to the extent allowed by law. The shipper shall provide all Powers of Attorney and other authorizations required by applicable law for UPS to serve as the shipper's agent to perform customs clearance in the destination country. UPS is specified as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. Local authorities may require documentation confirming that UPS has been designated as the nominal consignee.

Fines, penalties, liquidated damages, storage charges, or other expenses incurred as a result of an action by U.S. Customs and Border Protection (or any other U.S. or other country's government agency regulating imports or exports), or as a result of the failure of the shipper or consignee to provide complete, true, and correct documentation, statements, or information required by the laws of the origin and destination countries (including the failure to obtain a required license or permit) will be charged to the shipper or consignee along with any applicable duties, fees, or taxes, and any applicable late payment fees assessed by UPS. Unless a written agreement between UPS and the shipper specifies otherwise, UPS reserves the right in its sole discretion to charge the shipper or consignee for any such fines, penalties, liquidated damages, storage charges, expenses, duties, fees, taxes, or late payment fees. Regardless of any such written agreement specifying otherwise, in the event of non-payment by the consignee, the shipper is liable for all charges.

The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from any and all claims, demands, expenses, or liabilities including, but not limited to, fines, penalties, liquidated damages, storage charges, duties, fees, taxes, late payment fees, or other money due, arising from the transportation, importation, exportation, or customs clearance of shipments on behalf of the shipper, or arising from the shipper's noncompliance with the laws of the origin and destination countries, or UPS requirements applicable to the shipment.

UPS provides routine customs clearance through UPS Supply Chain Solutions® brokerage offices designated by UPS for handling customs clearance of shipments at no additional charge, except for UPS Standard to and from Canada shipments, for which a brokerage service charge applies. Other UPS Supply Chain Solutions customs brokerage offices charge fees for the clearance of packages and freight.

Additional charges may apply for complex customs clearance procedures, which include, but are not limited to, the following:

- Clearance procedures involving a government agency other than U.S. Customs and Border Protection;
- Customs Bonds;
- Drawbacks;
- Formal entries involving more than five tariff lines
- Live Entries;
- Country of Origin Marking; or
- Temporary Import Bonds (T.I.B.).

UPS is under no obligation, unless the customer requests in writing and UPS agrees in writing, to undertake any pre- or post-importation action including, but not limited to, obtaining binding rulings,

advising of liquidations, filing protests, or filing petitions for relief.

UPS may prepay duties, fees, or taxes on behalf of the payer. For importation into the United States, a fee will be assessed and billed to the importer. A fee may also apply for shipments to other countries.

4.1 Electronic Export Information

If Electronic Export Information (EEI) is required to be filed through the Automated Export System (AES) under the Foreign Trade Regulations of the U.S. Bureau of the Census ("Census") (i.e., Part 30, 15 C.F.R.), and the shipper has not filed the EEI and provided an Internal Transaction Number (ITN) to UPS to confirm that an EEI transaction was submitted to Census by the shipper accepted and is on file in the AES, UPS will electronically file the required EEI on behalf of the shipper, provided that all information required to file the EEI is supplied by the shipper on the UPS Waybill or other export documentation and UPS has received proper authorization or a Power of Attorney from the shipper to complete and file the EEI. A processing fee will be assessed and billed to the shipper.

4.2 Certificate of Origin

UPS may, based solely on information that the shipper furnishes, prepare a Certificate of Origin for goods manufactured and originating within the United States on behalf of the shipper when one is required but not included with the export documents provided by the shipper. When authorizing UPS to prepare a Certificate of Origin, the shipper certifies that the information it provides to UPS is complete, true, and correct and that the completed Certificate of Origin complies with the laws of each country where a claim will be made that the goods are manufactured and originate in the United States. A processing fee will be assessed and billed to the shipper.

4.3 UPS Paperless® Invoice Service

A shipper must register with UPS in advance of shipping to use UPS Paperless Invoice service, where such services are available. By using UPS Paperless Invoice service, the shipper authorizes UPS to use the shipper's letterhead and electronic signature to prepare true, correct, and paperless commercial invoices that reflect, in all material respects, the shipper's sale transactions of merchandise to its buyers (i.e., the "Sold To" Parties) necessary to expedite in accordance with law the export and customs clearance of international shipments. The shipper shall provide to UPS in advance all required information including, but not limited to, the true and accurate price at which the merchandise was sold to the "Sold To" Party, any required additions to customs value (e.g., dutiable commissions, royalty/license fees, assists, packing costs, and proceeds of subsequent sales), the currency of the sale, country of origin, terms of sale, the quantities, ultimate consignee, and a complete commercial description of the merchandise. By using the service, shipper represents and certifies that any paperless commercial invoice that UPS prepares is true and accurate, which means that it is, in all material respects, an electronic copy of the same commercial invoice provided to the buyer. The shipper shall have an affirmative, non-delegable duty to disclose to UPS any and all required commercial invoice information, and to ensure its accuracy and completeness. The shipper must provide timely upload of PLD to use UPS Paperless Invoice service.

4.4 Pre-Release Notification for Import Shipments

A shipper or consignee may request that UPS notify the consignee prior to submission of a U.S. import shipment to U.S. Customs and Border Protection so that the importer may validate the classification, valuation, or other import information. An additional fee applies for this service and will be billed to the

importer or to the shipper when the shipper is selected as the payer of the duties and taxes for the shipment.

4.5 Record-Keeping

The shipper agrees and consents that UPS may preserve a record of the carriage for an international shipment using means other than producing a copy of the air waybill. The shipper has a duty to and is solely liable for maintaining all records as required under the export and customs or other laws of the origin and destination countries; unless otherwise agreed to in writing. UPS assumes no responsibility to act as a record-keeper or record-keeping agent for the shipper.

5. UPS Import ControlSM

UPS Import Control service allows a shipper to process an import shipment, including commercial invoice, and create a Print Import Label, Electronic Import Label, or Print and Mail Import Label to provide to the sender or party tendering the shipment to UPS. A shipper may also request 1 UPS Pickup Attempt or 3 UPS Pickup Attempts to request that UPS make pickup attempts to retrieve an import shipment from a sender's address. UPS Import Control is available only in countries where UPS pickup services are available. An additional charge for each UPS Import ControlSM package as set forth in the UPS Rates in effect at the time the charge is applied.

UPS Import Control is available only for shipments processed through UPS WorldShip®, UPS CampusShip®, UPS Internet Shipping, UPS Developer Kit, or an approved UPS Ready® solution.

UPS Import Control is not available for Hazardous Materials shipments requiring shipping papers, firearms, or shipments requiring Delivery Confirmation Adult Signature Required service. C.O.D. service is not available for UPS Import Control shipments.

The maximum actual or declared value for each UPS Import Control package is

\$50,000, provided that, for any UPS Import Control package with an actual or declared value in excess of \$1000, the shipper must ensure that a UPS high-value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high-value shipment summary is obtained and signed, the maximum actual or declared value of each such package is limited to \$1000.

Notwithstanding anything herein to the contrary, for all UPS Import Control shipments tendered to UPS for export from the U.S., that transit the U.S., or that contain U.S.-origin goods, the sender or tendering party is the exporter for purposes of the Export Administration Regulations ("EAR"), and it shall be responsible for determining licensing authority (license, license exception, or NLR) and obtaining the appropriate license or other authorization as provided in Section 4 (Provisions for Export and Customs Clearance of International Packages). In no event shall a party arranging for UPS Import Control service provide a writing assuming responsibility for determining licensing requirements and obtaining license authority for any UPS Import Control shipment to the tendering party. UPS does not agree to serve as the exporter for purposes of the EAR.

6. Right of Inspection

UPS reserves the right in its sole discretion to open and inspect any package tendered to it for transportation, but is not required to do so.

7. Refusal of Service

UPS reserves the right to refuse to provide service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of UPS, soil, taint or otherwise damage other packages or UPS's equipment, or which is improperly or insecurely packed or wrapped, as determined by UPS in its sole judgment.

Before accepting any package for service, UPS reserves the right to require sufficient

verification, as determined by UPS in its sole discretion, of the shipper's name and address, or any other information necessary to accept the package for service. UPS reserves the right to refuse to provide service for any package, or to or from any location, or to provide alternative service arrangements when, among other reasons, UPS, in its sole discretion, deems that it is unsafe or economically or operationally impracticable to provide service.

8. Packaging

It is the responsibility of the shipper to ensure that proper packaging is used and that contents of packages are adequately and securely packed, wrapped, and cushioned for transportation. Packages must be so packed or wrapped as to meet UPS's published standards related thereto set forth in the Service Guide, or on ups.com, and as to pass tests set forth in the International Safe Transit Association ("ISTA") Procedure 3A, Procedure for Testing Packaged Products, published by ISTA. In addition, any tested product must be free from damage and the packaging must afford reasonable protection as determined by UPS in its sole judgment.

The use of UPS-provided packaging is not a guarantee that an item is sufficiently packaged for transportation. UPS does not provide special handling for packages with "Fragile," package orientation (e.g., "UP" arrows or "This End Up" markings), or any other similar such markings.

When shipping certain electronic media containing sensitive personal information (such as personal financial or health information), it is recommended that the shipper retain a copy of the data and secure the data on the electronic media through encryption or other technological means. For the shipment of such electronic media, or for breakable items, see the packaging guidelines located at ups.com. The guidelines advise against the use of Express Envelopes, Express Paks, or Express Pad Paks to ship

sensitive personal information or breakable items.

9. Use of UPS-Provided Materials and Services

UPS-provided materials including, but not limited to, packaging materials and supplies, envelopes, labels, label printers, shipping documents, publications and products are provided solely for the use of UPS shippers to obtain UPS services on their behalf and to interact with UPS. Any other use of such UPS-provided materials is strictly prohibited.

Under no circumstances may a shipper sell any UPS-provided materials, products, or services to any third party without prior written authorization from UPS.

10. Use of UPS Electronic Information Systems

Use of UPS electronic information systems to which shippers are granted access by UPS and which are accessed by means of hardware, software, or internet interfaces, including UPS Shipping Systems, are subject to and will be governed by the terms and conditions in effect at the time of shipping for the relevant system, including without limitation, the UPS Technology Agreement, the iShip Master Enterprise Service Agreement, the ConnectShip[®] End User License Agreement, or that agreement licensing use of a UPS Ready[®] program.

11. ZIP Code[™]/Postal Code Information

The receiver's ZIP Code[™] is a required part of the address for domestic shipments. When available, ZIP+4[®] should be used. The receiver's postal code, telephone number, and contact name are required parts of the address for international shipments.

12. P.O. Boxes

UPS does not provide Delivery to a P.O. Box. The shipper must make every effort to obtain a street address. If the shipper

should use a P.O. Box address, the recipient's telephone number must be included. A package addressed to a P.O. Box may experience delays, is not covered by any UPS Service Guarantee, and is subject to an Address Correction charge. Army Post Office (APO) and Fleet Post Office (FPO) addresses are not accepted.

13. UPS Customer Center

Before accepting a package tendered for transportation or releasing any package at a UPS Customer Center to a consignee or other recipient, UPS reserves the right to require sufficient verification, as determined by UPS in its sole discretion, of the shipper's or recipient's name, address, authorization to ship or receive the package, or any other information UPS deems necessary to accept or release the package in its sole discretion. Persons tendering or picking up packages on behalf of a business may be required to provide identification issued by the business and a government-issued identification.

14. Third-Party Retailer

The UPS Store locations are independently owned and operated by licensed franchisees of Mail Boxes Etc., Inc., a subsidiary of United Parcel Service, Inc., and are not agents of UPS. Other Third-Party Retailers are independently owned and operated businesses and are not agents of UPS. UPS assumes no liability other than to the Third-Party Retailer as the shipper of the package, for lost, damaged or delayed packages sent via the Third-Party Retailer. Any such liability to the Third-Party Retailer is subject to the limitations set forth in the Terms. All inquiries regarding packages shipped via any Third-Party Retailer must be directed to the Third Party Retailer that shipped the package. UPS will deal solely with the Third-Party Retailer in all matters concerning packages shipped via any Third-Party Retailer including, but not limited to: tracking/tracing requests; claims and guarantees; C.O.D. preparation and remittance; return of undeliverable packages; proper packaging and labeling;

and billing. Even if UPS responds directly to customers of the Third-Party Retailer regarding tracking requests, UPS will not be liable to those customers. The Third-Party Retailer is solely responsible for the issuance of any refunds and claims to those who shipped packages via the Third-Party Retailer. For any package shipped via the Third-Party Retailer with a declared value in excess of \$1000, the Third-Party Retailer must provide a copy of the high-value control log to UPS at the time of tender of the package. The Third-Party Retailer shall not ship any articles which UPS does not accept for transportation. The Third-Party Retailer shall indemnify and hold harmless UPS in any action against UPS arising from the loss, damage, or delay of a package shipped via the Third-Party Retailer.

15. Pickup Services—Scheduled

UPS offers the following Scheduled Pickup Services:

—*Daily Pickup*: When Daily Pickup service is selected, UPS will call on shipper's location once each business day to pick up packages. UPS may not call upon a location on any day in which the account indicates that there are no packages available for pickup.

—*Daily On-Route Pickup*: When Daily On-Route Pickup service is selected, UPS will call at shipper's location each business day to pick up packages while making deliveries in shipper's area.

—*Day-Specific Pickup*: When Day-Specific Pickup is selected, UPS will call on shipper's location each business day as preselected by shipper. Shipper may select up to four business days per week for Day-Specific Pickup.

—*UPS Smart PickupSM*: When UPS Smart Pickup is selected, UPS will call on shipper's location any business day when the shipper transmits PLD via UPS WorldShip[®] (version 12.0 or higher), UPS CampusShip[®], or UPS Internet Shipping by the deadline designated by UPS, or if shipper has scheduled a pickup by

telephone or through ups.com prior to the deadline designated by UPS.

For Daily Pickup, Daily On-Route Pickup, and Day-Specific Pickup, a weekly service charge based on the account's weekly billing total, as reflected in the UPS billing system, will be assessed. The weekly billing total may not necessarily reflect all packages tendered during a calendar week. For UPS Smart Pickup, a weekly service charge will be assessed.

16. UPS On-Call Pickup[®] Service

When UPS On-Call Pickup Service is requested by the shipper, UPS will arrange (where reasonably practicable) a package pickup at the shipper's location. An additional charge for On-Call Pickup Service will be assessed.

On-Call Pickup Service from a Residential location will be assessed an additional surcharge for residential pickup. If the Residential location is in a remote or less accessible area as designated by UPS, an additional surcharge for extended area or remote Residential pickup also will apply.

17. Saturday Pickup; Processing Fee

UPS offers Saturday pickup of UPS Air Services packages and UPS Hundredweight Air Services shipments for delivery in the United States and Puerto Rico where such services are available. The shipper should contact UPS for information regarding UPS's Saturday pickup area. UPS Air Services shipments picked up on Saturday receive the same delivery commitment as UPS Air Services shipments picked up on Friday. Saturday pickup service is provided by the following methods:

—A shipper may request Saturday pickup via UPS On-Call Pickup[®] service by contacting UPS on each Saturday, excluding holidays, on which the service is needed.

—At the shipper's option, UPS will call at the shipper's premises every Saturday,

excluding holidays, to pick up qualifying shipments. A surcharge will be assessed if UPS calls at the shipper's premises on Saturday and there are no packages to be picked up on that day.

An additional charge will be assessed for each UPS Air Services package or UPS Hundredweight Air Services shipment processed via a UPS Shipping System, tendered to UPS, or tendered to a Third-Party Retailer on a Saturday, in addition to any applicable UPS On-Call Pickup charge.

18. Drop Shipment

A unique Drop Shipper account number will be assigned to approved shippers and must be used solely for the origin and destination locations as specified in the UPS Drop Ship Letter of Understanding or as required by UPS.

UPS reserves the right to refuse any Drop Shipment request, in its sole discretion, including, but not limited to, any Drop Shipment that is operationally or economically impracticable to transport. A request for Drop Shipment service is not reasonable unless the shipper makes a prior arrangement with UPS, agreed to in advance by UPS, as to timing, location, and volume of the Drop Shipment.

When a shipper, through prior arrangements with UPS, tenders packages at UPS's receiving stations with a return address requiring a movement greater than a Zone 2 movement from the point of tender, any undelivered packages will be returned automatically and will be charged at the rate applicable between the point of tender and the return address. The effective UPS Rates for the applicable shipment will apply.

UPS does not accept, and shippers are prohibited from shipping, any package via a Drop Shipment that contains Hazardous Materials, except for Limited Quantity/ORM-D packages that are tendered for UPS Ground service in the 48 contiguous United States.

19. Delivery

UPS does not limit Delivery of a package to the person specified as the receiver in the UPS Shipping System. Unless the shipper uses Delivery Confirmation service requiring a signature, UPS reserves the right, in its sole discretion, to make a Delivery without obtaining a signature.

20. Residential Delivery

If the delivery location could be construed as either residential or commercial, then the rates for Residential Delivery will apply.

21. Deliveries Attempted Three Times Without Extra Charge

If UPS is unable to deliver a package, a notice will be left at the consignee's address stating that delivery has been attempted. Thereafter, a second and, if necessary, a third attempt to deliver the package will be made without additional charge.

22. Hold for Pickup Service

At the time a shipper tenders a package to UPS, the shipper may request that UPS hold a domestic package at a designated UPS Customer Center for pickup by the consignee. For each such package, the shipper will complete an address label showing the words "Hold for Pickup," the consignee's name, telephone number, the name of a contact person, and the full address of the designated UPS Customer Center. In addition, the shipper will apply a UPS Hold for Pickup label below the address label on the package.

UPS will hold the package at the designated UPS Customer Center and will attempt to contact the consignee at the telephone number shown on the label. Packages not picked up within five (5) business days from the date of arrival will be returned to the shipper at the shipper's expense.

Hold for Pickup is not available for international shipments.

23. Shipper Release

A shipper may request that UPS release a package on the first Delivery attempt. When Shipper Release is selected, UPS will make only one Delivery attempt, a signature will not be obtained upon Delivery, and a UPS delivery record showing a completed Shipper Release delivery shall be conclusive proof that Delivery was completed. Shipper Release is provided solely at the shipper's risk of loss or damage arising from the release of the package by UPS and UPS will not be liable to shippers or third parties for any damages arising from the release of the package.

24. UPS carbon neutral

A shipper may request that UPS offset the climate impact of a package via UPS carbon neutral service by selecting UPS carbon neutral at the time a package is tendered to UPS. By selecting UPS carbon neutral, UPS will purchase and retire in the appropriate registry a sufficient number of voluntary or regulatory carbon credits as determined by UPS in its sole discretion to offset calculated carbon dioxide emissions. UPS carbon neutral is available only for packages shipped via a UPS Automated Shipping System. An additional charge will be assessed for each carbon neutral request.

25. UPS Delivery Intercept®

After a domestic package has been tendered to UPS but before Delivery, a shipper may request that UPS return a package to the shipper, reroute a package to an address or a receiver other than the address or receiver identified in the UPS Shipping System for the package (including a request by shipper to correct an address), hold the package for pickup at a UPS Customer Center, or hold a package for future delivery. UPS Delivery Intercept may be requested only by the shipper. UPS will honor such a request where practicable and where the shipper has guaranteed payment of any applicable charges resulting from the change. An

additional charge, set forth in the UPS Rates applicable to the shipment in effect at the time of the request will be assessed for each package returned to the shipper, rerouted, or held for future delivery.

26. Delivery Change Requests

After delivery has been attempted and the receiver has received notice from UPS that delivery has been attempted (UPS InfoNotice® or postcard number required), the receiver may request that UPS return a package to the shipper, reroute a package to an address or a receiver other than the address or receiver identified in the UPS Shipping System for the package, hold the package for pickup at a UPS Customer Center, or hold a package for future delivery ("Delivery Change"). UPS will honor a Delivery Change Request where practicable and where the receiver has guaranteed payment of any applicable charges resulting from the change. By requesting a Delivery Change, the receiver acknowledges and agrees that the limitations of liability set forth in the Terms in effect at the time of shipment apply to the package subject to the Delivery Change Request and that the value originally declared by the shipper, if any, shall continue to apply throughout the course of transportation pursuant to the Delivery Change Request. UPS assumes no liability other than to the shipper of the package for loss, damage, or delay of any package subject to Delivery Change. An additional charge set forth in the UPS Rates applicable to the shipment in effect at the time of the request will be assessed to the consignee for each package rerouted or held for future delivery by a Delivery Change Request.

27. Correction of Addresses

If UPS is unable to deliver any package as addressed by the shipper, or if the package has an incorrect or incomplete address (examples include, but are not limited to, P.O. Boxes, missing suite, apartment, or unit numbers, old addresses, and missing/incorrect ZIP Codes), UPS will make reasonable efforts, to be determined

in its sole discretion, to secure the correct or complete address. An address validated by UPS may be incorrect or incomplete for purposes of completing Delivery, and may be corrected by UPS. If the correct or complete address is secured, UPS, at its sole discretion, will attempt delivery, and the shipper will be provided with the correct or complete address in order to update its internal records. An additional charge will be assessed for an address correction.

28. Saturday Delivery

UPS offers optional Saturday Delivery of the following services, where such services are available:

UPS Next Day[®] Air Early A.M.[®]

UPS Next Day Air[®]

UPS 2nd Day Air[®]

UPS Hundredweight Service[®] UPS Next Day Air[®]

UPS Hundredweight Service[®] UPS 2nd Day Air[®]

UPS Returns[®] Services (excluding UPS Authorized Return Service[®])

UPS Worldwide Express Plus[®], UPS Worldwide Express[®] (to specific locations in Canada, Germany, and the United Kingdom; and from specific locations in designated countries to specific locations in the U.S.)

Contact UPS for UPS's Saturday Delivery area.

A shipper may request Saturday Delivery by indicating the selection in the UPS Shipping System and attaching a Saturday Delivery routing label, provided by UPS, to each package.

An additional charge will be assessed for each package or international shipment for Saturday delivery and will be billed to the payer of the transportation charges.

29. Delivery Confirmation Services

UPS provides the following Delivery Confirmation Services. An additional charge applies for each service. Where

applicable, only valid UPS accounts will receive responses via mail:

29.1 Delivery Confirmation (domestic only)

A shipper may request Delivery Confirmation Service by indicating Delivery Confirmation on the UPS Source Document (excluding Air Shipping Documents) or in a UPS Automated Shipping System. Each Delivery Confirmation response will include the date of delivery and either the name of the recipient or the disposition of the package; or, in the event of a return, the response will indicate the reason for the return and the date processed. All responses will be consolidated and provided to the shipper in printed or electronic format.

29.2 Delivery Confirmation Signature Required (domestic and international)

A shipper may request UPS to obtain the recipient's signature and to include it on the Delivery Confirmation response. The shipper must use a UPS Automated Shipping System to initiate a request for this service. UPS may obtain, at its discretion, a signature or other electronic acknowledgment of receipt from the recipient when this option is selected.

29.3 Delivery Confirmation Adult Signature Required (domestic and international)

A shipper may request UPS to obtain the signature of an adult 21 years of age or older and to include it in the Delivery Confirmation response. UPS, in its sole discretion, will determine if Delivery can be completed when such a request is made, and may request photo identification indicating the recipient's age, before completing Delivery. The shipper must use a UPS Automated Shipping System to initiate a request for this service. UPS reserves the right to assess the shipper the additional charge for this service when the shipper requests UPS to obtain an adult signature on Delivery and an approved

UPS label is not affixed to the package indicating such request, or, the shipper tenders a package that, based upon its contents, requires an approved UPS label requesting an adult signature upon Delivery and no such label has been affixed to the package.

30. Proof of Delivery (P.O.D.)

Upon request, UPS will provide proof of delivery of a shipment via fax transmission, email, or mail. The request must include a fax number, including area code, for an operating fax machine, an email address for email delivery, or an address deliverable by the United States Postal Service for mail.

31. Package Tracking/Tracing and Refund Request Charge

UPS reserves the right to assess a shipper an additional charge of \$3 per request for each Package Tracking/Tracing and Refund Request initiated by or at the request of the shipper. This charge will not be assessed for the first 50 package tracking requests per calendar week, or for a quantity of package-tracking requests equal to or less than 20 percent of the shipper's package volume for that week, whichever is greater. This charge will not be assessed for a quantity of package-tracking requests equal to or less than two percent of the shipper's package volume for that week. UPS also reserves the right to assess the shipper a charge set forth in the effective UPS Rates for Service Guarantee refund requests when the subject package was delivered in accordance with the applicable UPS Service Guarantee in the effective Terms.

32. Special Handling of Undeliverable Packages; Refused Packages Returned

Packages refused by the consignee, or which cannot be delivered due to any other cause beyond UPS's control, will be returned to the shipper at shipper's expense, including, but not limited to, forwarding costs, return transportation

charges, duties, and taxes. Undeliverable international shipments returned to the shipper also are subject to an undeliverable shipment surcharge set forth in the effective UPS Rates. The UPS Service Guarantee does not apply to undeliverable packages returned to the shipper.

If a package is refused by the consignee or for any other reason cannot be delivered, and return of the package is refused by the shipper, or UPS is unable within a reasonable time to obtain the shipper's instructions on disposition of the package, or the package cannot otherwise be returned to the shipper, UPS will retain the package for a reasonable period of time, to be determined in its sole discretion (not to exceed 30 days), and UPS reserves the right to dispose of the package, including salvage, thereafter. The shipper or consignee's sole recourse in such circumstances shall be in accordance with and subject to Sections 47 ("Claims and Legal Actions") and 48 ("Responsibility for Loss or Damage").

33. C.O.D. Service

UPS accepts C.O.D. packages for delivery in the United States and Puerto Rico. C.O.D. service is not provided for international shipments.

33.1 Preparation and Listing of C.O.D. Packages

Shippers not using a UPS Automated Shipping System must prepare and attach to each C.O.D. package a UPS C.O.D. tag showing the amount to be collected and enter such amount in the space provided for that purpose.

Shippers using a UPS Automated Shipping System will generate, and apply to each C.O.D. package, a system-generated address label with a C.O.D. bar code and the amount to be collected for each individual package. Each C.O.D. package in a UPS Hundredweight Service[®] or UPS Ground with Freight Pricing C.O.D. shipment must carry a C.O.D. tag or system-generated label for the goods contained in that package.

33.2 Responsibility for C.O.D.s

Upon delivery of each C.O.D. package, UPS will attempt to collect the amount shown on the C.O.D. tag or the system-generated label attached to the package and transmit to the shipper the amount so collected (subject to the terms and conditions in Section 33.9, "Remittance of C.O.D.s," below), or, if collection cannot be made, will return the package to the shipper. The shipper must notify UPS within 45 days from the date of shipment of a C.O.D. shipment if the shipper has not received payment of the C.O.D. amount, or any claim relating thereto shall be deemed waived. Suits shall be instituted within two years after denial of any portion of the claim.

If collection cannot be made within three delivery attempts, or the consignee refuses delivery, UPS will return the package to the shipper.

33.3 Consignee's Checks in Payment of C.O.D.s

Unless instructions to collect a cashier's check or money order only are shown on the C.O.D. tag (in conformity with the instructions on the tag) or system-generated label, UPS will accept a check or other negotiable instrument issued by or on behalf of the consignee. When instructions to collect a cashier's check or money order only are clearly indicated on the C.O.D. tag or system-generated label, UPS reserves the right to accept a cashier's check, money order, official bank check, or other similar instrument issued by or on behalf of the consignee.

All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) tendered in payment of C.O.D.s will be accepted by UPS based solely upon the shipper assuming all risk relating thereto, including, but not limited to, risk of non-payment, insufficient funds, and forgery, and UPS shall not be liable upon any such instrument.

All checks or other negotiable instruments (including cashier's checks, official bank checks, money orders, and other similar instruments) will be transmitted to the shipper together with UPS's own check if consignee check(s) collected are for less than the C.O.D. amount. Remittances (checks, money orders, etc.) received that are less than the C.O.D. dollar amount indicated by the shipper will be reimbursed for the full amount unless the variance of the amount remitted is less than \$1.00.

33.4 C.O.D. Package of \$10,000 or More

UPS may require payment for any C.O.D. package of \$10,000 or more to be received in a single check or other negotiable instrument such as a cashier's check, money order, official bank check, or other similar instrument.

33.5 Acceptance of Personal Check

In the event that UPS accepts a personal or company check when a shipper has properly instructed UPS to collect a cashier's check or money order only, UPS reserves the right, in its sole discretion, to deposit into a UPS account the personal or company check collected and to provide the shipper with a check issued by UPS.

33.6 C.O.D. Remittance Verification

In the event that a shipper timely notifies UPS that the shipper has not received payment of the C.O.D. amount, if UPS's records show that it collected a C.O.D. payment and the remittance has not been cashed, UPS may, in its sole discretion, provide the shipper with a digital image of the check or money order along with a C.O.D. Remittance Verification in order to assist the shipper in locating the missing C.O.D. payment. If the shipper is still unable to locate the C.O.D. payment, UPS may, in its sole discretion, provide the shipper with an indemnified C.O.D. check or money order, which is a digital image of the original payment collected by UPS at

the time of delivery and can be deposited in a bank, provided that the original check or money order has not previously been deposited or negotiated. If the indemnified check or money order turns out to be invalid for any reason including, but not limited to, insufficient funds or forgery, UPS shall not be liable upon the instrument.

33.7 Restrictions

C.O.D.s are accepted for amounts up to \$50,000 per package.

C.O.D. packages with an amount to be collected in excess of \$500 are not accepted for transportation via a UPS Drop Box.

Entry of a C.O.D. amount is not a declaration of value for carriage. Payment of the C.O.D. charge does not constitute payment of the declared value charge.

UPS will not accept currency in any amount for payment of C.O.D. shipments.

33.8 Charges for C.O.D. Collections

An additional charge will be assessed for each C.O.D. package tendered to UPS.

33.9 Remittance of C.O.D.s

Subject to the following provisions of this section, UPS shall remit C.O.D. collections to the shipper after the date of collection.

The shipper irrevocably authorizes UPS to apply, in its sole discretion and without prior notice to the shipper, any C.O.D. collections to any past due Charges owed by the shipper. To this end, if there are any past due Charges owed by the shipper, the shipper hereby (a) irrevocably assigns and transfers to UPS all of the shipper's right, title and interest in and to each check or other negotiable instrument for payment of a C.O.D. that is received by UPS or its employee or agent, and (b) constitutes and appoints UPS as the shipper's attorney-in-fact and authorizes UPS, in the shipper's name, place, and stead, to endorse any such check or other negotiable instrument

with the shipper's name, to deposit the same into any UPS account, and to apply the proceeds of the same against any past due Charges owed by the shipper. The shipper acknowledges and agrees that such appointment of UPS as the shipper's attorney-in-fact is coupled with an interest and is irrevocable. UPS may exercise any of its rights under this section either directly or through any employee or agent.

The shipper relinquishes, waives, and agrees not to assert any claim against UPS or any of its employees or agents, any consignee, any collecting or paying bank, or any other person or entity, that may directly or indirectly arise as a result of UPS's exercise of any of its rights under this section Remittance of C.O.D.s. Without diminishing any of UPS's rights under the preceding sentence, the shipper agrees that UPS and such other persons or entities shall not be liable to the shipper or any other person or entity for any special, incidental, or consequential damages in any claim made with respect to UPS's exercise of any such rights.

The shipper agrees that, following UPS's application of any C.O.D. collections to any past due Charges owed by the shipper in accordance with this section, the shipper will continue to be fully liable for the payment of all remaining Charges owed by the shipper (including, without limitation, (i) any Charges that are not covered by the application of the C.O.D. collections, and (ii) any Charges relating to a previously applied C.O.D. collection that is reversed by reason of the uncollectibility of the C.O.D. check or other negotiable instrument or otherwise).

Nothing in this section shall constitute an election of remedies by UPS or any other person or entity or a waiver of any of the rights of UPS or any other person or entity under the remaining provisions of the Terms or at law or in equity.

34. UPS Returns® Services

UPS offers UPS Returns® Services and UPS Returns® Plus services described below.

UPS Returns Services packages can be returned from addresses within the United States, where these services are available. UPS Returns Services are not available via UPS Next Day Air Saver, or UPS 2nd Day Air A.M.

UPS Returns Services packages (excluding Returns on the Web) can be returned from addresses outside the United States, where these services are available. The applicable import rate will be charged for each such package.

An additional accessorial charge applies to each UPS Returns Services package and will be assessed when the service is requested.

Packages containing certain items are prohibited from being shipped and are not accepted by UPS when tendered for transportation via UPS Returns Services including, but not limited to, Hazardous Materials packages requiring shipping papers, firearms, and packages requiring Delivery Confirmation Adult Signature Required service.

C.O.D. (Collect on Delivery) service is not available for UPS Returns Services packages. Third-Party Billing is not available for UPS Returns Services in the United States. Third-Party Billing is available for UPS Returns Service outside the United States.

34.1 UPS Returns®

–Authorized Return Service (ARS) – ARS is a contractual service only that allows the shipper to order preprinted labels to send to its customer. Packages can be returned from addresses in the United States, where this service is available, via UPS Next Day Air®, UPS 2nd Day Air®, UPS 3 Day Select®, and UPS Ground. ARS for UPS Returns® Flexible Access is available only via UPS Ground in the 48 contiguous United States, and is not available for international shipments. Upon Delivery of the package, the shipper is billed the rate based upon the contract. There is no additional accessorial charge.

–Print Return Label; Electronic Return Label; Print and Mail Return Label Packages can be returned from an address using Print Return, Electronic Return, or Print and Mail Return Labels.

The maximum actual or declared value for each domestic Print Return Label, Electronic Return Label, or Print and Mail Return Label package is \$1000.

The maximum actual or declared value for each package in an international Print Return Label, Electronic Return Label, or Print and Mail Return Label shipment is \$50,000, provided that, for any such package with an actual or declared value in excess of \$1000, the shipper must ensure that a UPS high-value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high-value shipment summary is obtained and signed, the maximum actual or declared value for each such package is limited to \$1000.

Upon Delivery, a package returned will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each Print Return Label, Electronic Return Label, and Print and Mail Return Label package will be assessed when the service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

34.2 UPS Returns® Plus

–1 UPS Pickup Attempt A shipper can request that UPS make one pickup attempt to retrieve a package from an address.

The maximum actual or declared value for each domestic 1 UPS Pickup Attempt service package is \$1,000. The maximum actual or declared value for each package in an international 1 UPS Pickup Attempt shipment is \$50,000; provided that for any international 1 UPS Pickup Attempt package with an actual or declared value in excess of \$1000, the shipper must ensure that a UPS high-value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no

high-value shipment summary is obtained and signed, the maximum actual or declared value of each such package is limited to \$1000.

Upon Delivery, a package returned using 1 UPS Pickup Attempt service will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each 1 UPS Pickup Attempt service package will be assessed when 1 UPS Pickup Attempt service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

–3 UPS Pickup Attempts A shipper can request that UPS make three pickup attempts to retrieve a package from an address.

The maximum actual or declared value for each domestic 3 UPS Pickup Attempts service package is \$50,000. The maximum actual or declared value for each package in an international 3 UPS Pickup Attempts service shipment is \$50,000; provided that for any 3 UPS Pickup Attempts package with an actual or declared value in excess of \$1000, the shipper must ensure that a UPS high-value shipment summary is generated and signed by the UPS driver upon tender of the shipment to UPS. If no high-value shipment summary is obtained and signed, the maximum actual or declared value for each such package is limited to \$1000.

Upon Delivery, a package returned using 3 UPS Pickup Attempts service will be charged the rate calculated from the pickup location to the destination via the service selected. An additional charge for each 3 UPS Pickup Attempts service package will be assessed when 3 UPS Pickup Attempts service is requested. The applicable charges will be those set forth in the UPS Rates in effect at the time the charge is applied.

34.3 UPS Returns® on the Web

UPS Returns on the Web service allows a shipper's customer to initiate a return

through the shipper's website. The maximum actual or declared value per package for UPS Returns on the Web Print Return Label, Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup Attempt, and 3 UPS Pickup Attempts is limited as set forth in Section 34.1, above.

34.4 UPS Returns® Flexible Access

UPS Returns Flexible Access is a contractual service only that allows a shipper's customer to drop off a return package to UPS or the U.S. Postal Service, using a UPS Returns Flexible Access return label, for return shipment via UPS Ground, where available. The service is not available for 1 UPS Pickup Attempts or 3 UPS Pickup Attempts. The maximum actual or declared value per UPS Returns Flexible Access package is \$1000.

34.5 UPS Returns® Exchange

UPS Returns® Exchange allows a shipper to arrange for delivery of a replacement item with a preprinted UPS return label and a simultaneous pick up of a return item. UPS Returns Exchange is a contractual service only.

35. UPS Rates

The applicable UPS Rates are determined on the basis of package and shipper characteristics, including package weight and size and origin to destination distance, and are subject to change. Except as otherwise stated in the Terms, all charges, fees, or surcharges shall be those set forth in the UPS Rates in effect at the time of shipping.

To determine the amount of any Charges for UPS service, consult the UPS Rates in effect at the time of shipping. The effective UPS Rates are available at www.ups.com and upon request at the local UPS office.

UPS reserves the right in its sole discretion to use any mode of transportation whatsoever to provide the service selected by the shipper. Regardless of the mode of transportation used, the effective UPS

Rates for the service selected by the shipper shall apply. If, however, a shipper selects a UPS service to a destination for which only a higher level of service is available, UPS will substitute the next higher level of available service and will charge the corresponding rate for the substituted service.

35.1 Daily Rates, Standard List Rates, and Retail Rates

Daily Rates apply to UPS account holders who have a UPS Scheduled Pickup account established on or after January 3, 2011, and to UPS account holders with a customized shipping agreement that provides for Daily Rates.

Standard List Rates apply to UPS account holders who have a UPS Scheduled Pickup account established on or after January 3, 2011, and to UPS account holders with a customized shipping agreement that provides for Standard List Rates. Standard List Rates also are available upon request to UPS account holders who receive Retail Rates and have average shipping revenue of at least \$50 per week for a consecutive four-week period, excluding the month of December.

UPS account holders who receive Standard List Rates but no longer meet criteria to qualify for Standard List Rates may be charged Retail Rates without further notice from UPS. UPS account holders receiving Retail Rates who believe they may qualify for Standard List Rates must contact UPS in order to be considered for Standard List Rates. Upon request, UPS will then determine whether the UPS account holder is eligible for Standard List Rates, in UPS's discretion. Any rate changes will be applied prospectively only, and no refunds or credits for charges or rates previously assessed will be issued, regardless of eligibility prior to shipment.

Shippers who do not receive Daily Rates or Standard List Rates will be charged Retail Rates.

Retail Rates also apply to packages and shipments processed and paid for at The UPS Store® or UPS Customer Centers.

Shippers who drop off at a location of The UPS Store or a UPS Customer Center packages that have already been processed prior to drop off will receive the rates applicable to the transaction.

35.2 Letter Rates

Letter Rates for domestic shipments are available only for UPS Express Envelopes containing correspondence, urgent documents, or electronic media, with an actual weight of eight ounces or less. UPS Express® Envelopes containing items other than those listed or weighing more than eight ounces will be assessed the corresponding rate for the applicable weight. For international shipments, Express Envelopes may be used only for documents of no commercial value (which may include electronic media in some countries), with an actual weight of eight (8) ounces or less. UPS Express Envelopes containing other items, or weighing more than eight ounces will be assessed the corresponding Pak Rates.

35.3 Pak Rates

Pak Rates are available only for UPS Worldwide Express Plus®, UPS Worldwide Express®, and UPS Worldwide Saver® single package U.S. export shipments in UPS Express Envelopes containing correspondence, urgent documents, or electronic media, with an actual weight of more than eight ounces but less than or equal to two pounds; or, for packages using UPS Express Pak packaging when UPS Pak is selected at the time of shipping, and the declared value of the package for customs is less than or equal to \$100.00. UPS Express Pak shipments weighing more than two pounds will be assessed the corresponding applicable UPS Rates for the shipment.

35.4 Private Express Statutes

The shipper shall comply with the requirements of the Private Express

Statutes when using UPS 2nd Day Air A.M.® and UPS 2nd Day Air® services.

35.5 Rates for Large Packages; Large Package Surcharge

A package is considered a "Large Package" when the package measurements exceed 130 inches in length and girth $[(2 \times \text{width}) + (2 \times \text{height})]$ combined, and are equal to or less than 165 inches.

The rate for a Large Package will be based on the greater of the dimensional weight or the actual weight, and is subject to a minimum billable rate set forth in the UPS Rates applicable to the shipment in effect at the time of the shipping.

A Large Package Surcharge (LPS) will be applied to each Large Package. Each Large Package in a multiple-package shipment may receive an LPS. LPS will not apply to Authorized Return Services UPS Ground packages.

36. Additional Handling Charge

An Additional Handling charge will be assessed for any package that requires special handling, as determined by UPS in its sole discretion, including, but not limited to:

—Any article that is encased in an outside shipping container made of metal or wood;

—Any cylindrical-like item, such as a barrel, drum, pail, or tire, that is not fully encased in a corrugated cardboard shipping container;

—Any package with the longest side exceeding 60 inches or its second-longest side exceeding 30 inches;

—Any package with an actual weight greater than 70 pounds; and

—Each package in a UPS Hundredweight, UPS Ground with Freight Pricing, UPS Standard, or international shipment where the average weight per package is greater than 70 pounds and the weight for each package is not specified on the Source

Document or the UPS Automated Shipping System used.

37. Fuel Surcharge

UPS reserves the right to institute a fuel surcharge on some or all shipments without prior notice. This surcharge is subject to adjustment monthly. This surcharge may apply to any domestic or international transportation or other charges including, but not limited to, any accessorial charge or surcharge. The current fuel surcharge is described at ups.com.

Regardless of the mode of transportation used, the effective fuel surcharge for the service selected by the shipper shall apply. This surcharge will be applied to such services and for such periods as UPS, in its sole discretion, may determine necessary.

38. Manual Processing Charges

UPS reserves the right to assess a manual processing charge of \$0.50 per package or \$35 per week (whichever is greater) to shippers who ship packages via a UPS Shipping System that applies outdated UPS Rates until such time as the shipper upgrades the UPS Shipping System to reflect current UPS Rates.

A manual processing service charge will be assessed to each package shipped using a UPS 3 Day Select and UPS Ground shipping document.

39. Billing Options for Domestic Shipments

Unless otherwise agreed to in writing by UPS, shipping charges will be billed to the shipper.

UPS accepts shipments for Collect billing and Third-Party billing, provided the consignee or third party has a valid UPS account number and has agreed to accept the charges. Regardless of the billing option selected, some charges including, but not limited to, address correction charges, will be billed to the shipper.

40. Billing Options for International Shipments

The amount billed includes, but is not limited to, shipping charges, duties, fees, and taxes, if applicable. Unless otherwise restricted in the origin or destination country, shippers tendering packages via a UPS Shipping System may select the payer of shipping charges, duties, and taxes as Shipper, Receiver, or Third Party. UPS accepts shipments for Receiver or Third Party billing provided the Receiver or Third Party has a valid UPS account number and has agreed to accept the charges. In the event of non-payment by the Receiver or Third Party, the shipper is liable for all charges including, but not limited to, duties, fees, and taxes.

An additional Duty and Tax Forwarding Surcharge will apply if the shipper selects a billing option in which duties and taxes are to be paid outside of the destination country.

UPS reserves the right in its sole discretion to request advance payment of shipping charges for any package sent to or from any international destination or origin.

For all shipments where the shipper is not paying the shipping charges, the shipper must notify the bill payer prior to shipping, and agree to pay all charges in the event of non-payment by the bill-to party. The shipper is liable for payment in the event of non-payment by the consignee (or receiver) or third party. All shipments must have a valid UPS billing option indicated on the UPS Waybill. Regardless of the billing option selected, some charges including, but not limited to, address correction charges, will be billed to the shipper.

41. Disbursement Fee

To expedite customs clearance, UPS may make or process payments of duties and taxes on behalf of the payer as dictated by the billing option selected. An additional fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping, will be assessed and billed to the payer.

42. Currency Conversion Rate

Charges to a payer's account in a foreign currency will be converted to the payer's currency using a weekly exchange rate secured through Major Money Center Banks, plus an exchange fee, set forth in the UPS Rates applicable to the shipment in effect at the time of shipping.

43. Missing/Invalid Account Number or Refusal Fee

A processing fee will be charged for a missing or invalid account number when the account number, including the shipper's account number, is missing, the account number is not the correct account number for the bill-to party, the account number is for a receiver or third party who fails to pay the shipping charges, or the package is shipped to an unauthorized consignee. In the event of non-payment by the receiver or third party, the shipper will be billed a refusal fee plus the shipping charges.

44. Shipping Charge Corrections; Audit

UPS reserves the right to bill for Charges based upon the characteristics of, and services requested for, packages actually tendered to UPS. UPS also reserves the right to audit invoices to verify service selection, package or shipment weight, and applicability of any Charges, and to make appropriate adjustments.

45. Payment of Charges

Except where an alternative payment plan applies, UPS's payment terms require payment in full in advance.

UPS may provide in its sole discretion alternative payment terms to certain of its shippers. UPS, in its sole discretion, shall decide which, if any, of the alternative payment plans described below (see "Alternative Payment Plans") will be made available to the shipper.

A shipper that is not enrolled in any of the Alternative Payment Plans described below

shall pay all Charges in advance of shipment, as required by UPS.

Notwithstanding any billing plan that is in effect or payment or billing option selected at the time of shipment, the shipper is ultimately liable for and agrees to pay all Charges, including in the event of insolvency, bankruptcy, non-payment, or refusal to pay by the receiver or third party.

All Charges must be paid in the lawful money of the United States of America.

If a shipper submits package information to UPS through a UPS Shipping System and does not subsequently tender such package to UPS, it is the shipper's sole responsibility to request an adjustment, as set forth below (see Section 45.1, "Invoice Adjustment"). Shippers who fail to do so will be liable for all applicable Charges.

As an accommodation to the shipper, and in UPS's sole discretion, UPS may render invoices or copies of invoices to a third party at the request of the shipper. The shipper remains responsible for the timely payment in full of all Charges owed by the shipper. By requesting UPS to render invoices or copies of invoices to a third party, the shipper is deemed to authorize the third party to act on behalf of the shipper, and UPS may rely thereon in all respects.

UPS also may in its sole discretion elect to render an invoice that includes amounts owed for services provided by UPS affiliates.

If Charges are paid by payment card, the shipper expressly authorizes UPS to assess any Charges and to obtain payment of the Charges by use of the payment card. If, for any reason, any such payment card transaction is rejected or declined, the shipper will pay to UPS a declined transaction fee of ten dollars (\$10) per incident, in addition to any late payment fees assessed by UPS and any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper. The shipper authorizes UPS to charge the declined transaction fee to the

shipper's payment card account or to collect the fee directly from the shipper, at UPS's sole option.

If, for any reason, a negotiable instrument submitted to UPS as payment for Charges is returned to UPS unpaid, or an electronic request for payment is dishonored, UPS may charge the shipper a dishonored payment fee of twenty dollars (\$20) per incident, in addition to any late payment fees assessed by UPS and any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper.

45.1 Invoice Adjustment

Shippers requesting an invoice adjustment (e.g., adjustment of Charges based on an incorrect rate, billable weight, account number, failure to tender a package, or type of service, etc.) or a refund due to a duplicate payment must notify UPS of the request within 180 days of receiving the contested invoice, or any billing dispute is waived. The notification to UPS must include the date of shipment and tracking number for each disputed charge. A partial payment against an invoice is not considered a request for an invoice adjustment.

45.2 Alternative Payment Plans

Where UPS elects to make an alternative payment plan available to the shipper, UPS may render an invoice to the shipper on a weekly (i.e., seven days) or a monthly (i.e., four or five calendar weeks) basis. A weekly invoice will include the Charges incurred in the previous week. Notwithstanding that UPS has elected to render an invoice to the shipper on a weekly basis, an invoice may be issued only when the shipper has incurred aggregate Charges in excess of ten dollars (\$10), or when five (5) calendar weeks have elapsed from the date of issuance of the last invoice, whichever event occurs first. A monthly invoice will include the Charges incurred for the four- or five-week period for which the invoice is issued. In its sole discretion, UPS may offer one or more

of the following alternative payment plans for the payment of Charges:

–Electronic Funds Transfer Plan (Debit EFT)

By written agreement with UPS, the shipper will provide UPS with the shipper's bank account number and bank routing number to enable UPS to electronically request payment, for all Charges incurred by the shipper, directly from the shipper's bank, on a weekly or monthly basis. The shipper's bank will remit the amount requested to UPS and deduct that amount from the shipper's bank account. Payments to UPS will be shown on the shipper's bank statements. The shipper is responsible for payment of any fees imposed by the shipper's bank. Additionally, the shipper will receive a weekly or monthly invoice, as applicable, except as described above, from UPS listing the services provided for the applicable billing period. If, for any reason, an electronic request for payment is dishonored, the shipper is responsible for making a timely payment directly to UPS. Past due balances will be subject to any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper. No late payment fee shall be assessed with respect to the Electronic Funds Transfer Plan.

–Monthly Prepayment Plan

By written agreement with UPS, the shipper will make a prepayment with UPS in an amount equal to four weeks' anticipated Charges as estimated by UPS. Upon notice to the shipper, the required prepayment amount may be changed by UPS at any time to reflect a revised estimate of four weeks' Charges. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts.

The Charges incurred for the applicable month will be totaled and billed to the shipper on a monthly basis. Payment is due within seven (7) days after receipt of the UPS invoice. Past due balances will be subject to a late payment fee as described

below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper.

–Weekly Prepayment Plan

By written agreement with UPS, the shipper will make a prepayment with UPS in an amount equal to four weeks' anticipated Charges as estimated by UPS. Upon notice to the shipper, the required prepayment amount may be changed by UPS at any time to reflect a revised estimate of four weeks' Charges. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts.

Shipper will receive invoices on a weekly basis, except as described above. Each invoice will list the previous period's Charges incurred. Payment for all accumulated Charges will be due within seven (7) days following the shipper's receipt of every fourth invoice; however, if prior to receiving the fourth invoice the shipper's accumulated Charges should equal or exceed the prepayment amounts on account with UPS, then the accumulated Charges will be due within seven (7) days following the shipper's receipt of the invoice requiring such payment. Past due balances will be subject to a late payment fee as described below, in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper.

–Special Payment Plan

By written agreement with UPS, the shipper may prepay an amount equal to the anticipated Charges for a period of between ten to twenty-six weeks, as estimated by UPS. The Charges actually incurred by the shipper will be deducted by UPS on a weekly basis from the prepayment amounts on account with UPS. Weekly invoices marked as paid will be forwarded to the shipper reflecting the balance of the prepayment amount on account with UPS. When the prepayment amount on account with UPS reaches the minimum balance specified in the written agreement, the shipper is required to make

another prepayment for an additional period pursuant to the same agreement, or, if the shipper does not do so, the shipper must make another payment arrangement with UPS. All prepayment amounts will remain on account with UPS. No interest will be paid or accrued on the prepayment amounts. If the Charges incurred by the shipper exceed the remaining balance of the prepayment amounts on account with UPS, the excess Charges will be due within seven (7) days following the shipper's receipt of the invoice requiring such payment. Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper. This payment plan alternative is available only to existing customers already approved for a Special Payment Plan.

—Credit Extension Plan

By written agreement with UPS, the shipper may elect to pay an annual credit extension fee and thereafter receive invoices for Charges incurred by the shipper on a monthly basis with no prepayment requirement. The invoices will be payable within seven (7) days following receipt by the shipper. The credit extension fee is based upon the shipper's total annual Charges, as estimated by UPS, and is subject to change annually by UPS in its sole discretion. To be eligible for the Credit Extension Plan, the shipper must use UPS's transportation services and the Credit Extension Plan solely for business, commercial, or agricultural purposes. A shipper is not eligible for the Credit Extension Plan if the shipper uses UPS's transportation services and the Credit Extension Plan for any personal, family, or household purposes. By using the Credit Extension Plan (if made available to the shipper), the shipper represents, warrants, certifies, and agrees that it will use UPS's transportation services and the Credit Extension Plan solely for business, commercial or agricultural purposes and not for any personal, family, or household purposes. Past due balances will be subject to a late payment fee as described

below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper.

—Weekly Payment Plan

Each week the shipper will receive an invoice for the previous week's Charges except as described above. The invoice is due within seven (7) days of receipt. No prepayment is required under this plan.

Past due balances will be subject to a late payment fee as described below in addition to any collection costs which may be incurred by UPS in the final collection of Charges owed by the shipper.

—Credit Card Payment Plan

The shipper may elect to pay the previous week's Charges by credit card. The shipper will receive billing detail itemized on its card statement or a weekly invoice, except as described above, from UPS listing the previous period's Charges incurred. The shipper will provide UPS with the shipper's credit information to enable UPS to process Charges incurred by the shipper on a weekly basis.

Shipper acknowledges and agrees that there may be a delay of two or more days between the date that payments are received by UPS and the date that the payments are posted and credited to the shipper's account with UPS. If a UPS remittance advice is attached to the shipper's payment, the payment will be credited accordingly. If no remittance advice is attached to the shipper's payment, the payment will be credited to the shipper's account.

45.3 Late Payment Fee

For the Monthly Prepayment Plan, the Weekly Prepayment Plan, the Special Payment Plan, the Credit Extension Plan, and the Weekly Payment Plan, a late payment fee will be assessed if the shipper's payment is not received by UPS within fourteen (14) days of the invoice due date. Except as otherwise stated below, the late payment fee will equal six percent

(6%) of the total past due balance of the shipper's invoice (including without limitation any previously assessed but unpaid late payment fees) that is fourteen (14) days past due.

In determining the late payment fee for the Monthly Prepayment Plan and the Weekly Prepayment Plan, UPS will apply the prepayment amounts on account with UPS to reduce the calculated base amount on which the late payment fee is assessed, provided, that UPS will so apply the prepayment amounts to the oldest outstanding invoice first, and to each subsequent invoice thereafter, until the prepayment amounts have been fully so applied. If an invoice 14 days past due is fully so covered by the prepayment amount, no late payment fee will apply. If an invoice 14 days past due is partially so covered by the prepayment amount, the late payment fee will apply to the portion not so covered by the prepayment amount.

For the Special Payment Plan, a late payment fee will not be assessed if there has been a positive balance in the shipper's prepayment account with UPS at any time during the 27-day period immediately preceding the transmittal of the current invoice to the shipper. The late payment fee for the Special Payment Plan will be assessed on the "charges this period" of the shipper's invoice (including without limitation any previously assessed but unpaid late payment fees) that is fourteen (14) days past due.

A late payment fee will be assessed only once on each invoice that is fourteen (14) days past due. Each late payment fee will be due and payable within seven (7) days following the shipper's receipt of the invoice that first reflects the assessment of the late payment fee. The late payment fee is in addition to any collection costs that may be incurred by UPS in the final collection of Charges owed by the shipper. Neither the assessment nor the payment of a late payment fee will (a) affect the shipper's responsibility to pay all Charges owed, or (b) in any manner preclude UPS from

exercising any of its rights or remedies hereunder or under applicable law.

46. UPS Service Guarantee

UPS guarantees on-schedule delivery of packages shipped via the following services, where available, to all 50 states and Puerto Rico:

—UPS Air Services

—UPS Hundredweight Service[®] Air Services

—UPS 3 Day Select[®]

—UPS Hundredweight Service[®] UPS 3 Day Select[®]

—UPS Ground

—UPS Ground with Freight Pricing

—UPS Hundredweight Service[®] Ground

UPS guarantees on-schedule delivery of packages shipped via the following services, where available, and provided that customs clearance is performed by UPS Supply Chain Solutions brokerage offices designated by UPS for clearing these packages:

—UPS Worldwide Express Plus[®]

—UPS Worldwide Express NA1[®]

—UPS Worldwide Express[®]

—UPS Worldwide Saver[®]

—UPS Worldwide Expedited[®]

—UPS 3 Day Select[®] from Canada

—UPS Standard

In the event UPS fails to attempt delivery within the time published on the UPS website, or as provided when 1-800-PICK-UPS[®] is called, UPS, at its option, will either credit or refund the transportation charges for each such package to the payer only, upon request, provided the conditions set forth in the UPS Service Guarantee are met. Transportation charges do not include other fees or charges that may be assessed by UPS including, but not limited to, fuel surcharges. This is the sole remedy

available under the UPS Service Guarantee.

UPS shall not be liable for any damages whatsoever for delayed delivery, except as specifically provided for shipments made under the UPS Service Guarantee. Under no circumstances shall UPS be liable for any special, incidental, or consequential damages including, but not limited to, damages arising from delayed delivery or failure to attempt on-schedule delivery.

46.1 Conditions

The UPS Service Guarantee is subject to the following conditions:

–UPS's guaranteed delivery schedule has been obtained by referencing UPS's website or contacting a UPS Customer Service office. "On-time" or "on-schedule" means, subject to the terms of this UPS Service Guarantee, delivery is attempted within the UPS guaranteed delivery schedule.

–Each package is properly recorded in a UPS Shipping System.

–Each package in a shipment bears the appropriate UPS tracking label and an address label, or a combined label generated by a UPS Automated Shipping System, showing the consignee's correct name, deliverable address (UPS does not provide delivery to a P.O. Box), and ZIP Code (or postal code for international shipments). In addition, UPS reserves the right, in its sole discretion, to refuse to honor a request for a credit or refund of transportation charges for a package when that package is not accompanied by a UPS Smart Label and timely PLD, at the time the package is tendered to UPS.

–Each package in a shipment bears a UPS Saturday Delivery routing label when optional Saturday service is requested and available.

–Each package is tendered to UPS during UPS's published business hours. Packages received from or destined to certain

locations may require earlier pickup times (available at the UPS website).

–UPS is notified in writing (including by email) or by telephone of a service failure within fifteen (15) calendar days from the date of scheduled delivery and is advised of the consignee's name and address, date of shipment, package weight, and UPS tracking number.

–For UPS Worldwide Expedited® shipments, the guarantee shall apply only to shipments with a U.S. origin or destination and when the billed party is resident in the United States and is responsible for all shipping charges.

UPS reserves the right to refuse any request for a credit or refund when such request is either (a) made by, or (b) based on information obtained by, a party other than the payer of the shipping charges.

46.2 Exclusions

The UPS Service Guarantee does not apply to:

–UPS 2nd Day Air A.M.® packages for Residential deliveries.

–Packages tendered pursuant to Drop Shipments, special operating plans, or customized handling or processing arrangements.

–Packages shipped using a UPS Automated Shipping System that is not located at the pickup address assigned to the UPS account number used to ship the package.

–UPS Ground Returns Service packages.

–Packages subject to a Large Package Surcharge or Additional Handling Fee, packages that exceed maximum size or weight limits, or to shipments containing any package subject to a Large Package Surcharge, Additional Handling Fee, or that exceed maximum size or weight limits.

–Shipments made using a Call Tag.

—Packages subject to a Delivery Intercept or Delivery Change Request.

—Packages that are delayed due to causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, insufficient information provided by a customer, Hazardous Materials packages improperly offered for transport, the application of security regulations imposed by the government, or otherwise applicable to the shipment, riots, strikes or other labor disputes, civil unrest, disruptions in air or ground transportation networks, disruption or failure of communication and information systems, and adverse weather conditions

—International shipments for which the shipper has selected the Receiver or Third Party as the payer of any applicable duties and taxes and delivery is delayed until payment arrangements are made.

—UPS Import Control shipments for which the shipper has selected commercial invoice removal.

—UPS Ground shipments or UPS Standard shipments that are picked up or scheduled to be delivered during the fourteen calendar days before December 25.

47. Claims and Legal Actions

Claims against UPS must be filed within strict time limits, including as set forth in Section 45 ("Payment of Charges") regarding invoice adjustments or billing disputes; Section 47.3 ("Time Limit For Filing Claims For Loss Or Damage To Property") regarding claims for loss or damage to property; and pursuant to the UPS Service Guarantee.

All claims against UPS arising from or related to the provision of services by UPS, including, but not limited to, demands for damages, refunds, credits, and any legal or equitable relief whatsoever, shall be

extinguished unless the shipper or claimant (1) timely and completely complies with all applicable notice and claims periods set forth in the Terms and in the Service Guide, including as to claims for loss or damage to property, claims under UPS's Service Guarantee, or claims for invoice adjustments; and (2) pleads on the face of any complaint filed against UPS satisfaction and compliance with those notice and claims periods as a contractual condition precedent to recovery.

Claimants may not deduct the amounts of pending claims from any charges owed to UPS, and the shipper waives any and all rights, including any statutory or common law rights, to set off the amount of any claim against charges owed to UPS.

47.1 Filing of Claims for Loss or Damage to Property

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing (or an electronic communication) and must include reference to the Source Document or pickup record number and date of shipment or copies of other documents sufficient to identify the shipment involved, and the declared value; (2) assert the liability of UPS for alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the consignee (where the property involved has been sold to the consignee), actual cost or replacement cost of the property, or extent of the damage to the property.

A request for proof of delivery does not constitute the filing of a claim.

No claims will be voluntarily paid unless filed in writing or transmitted electronically by or on behalf of the shipper in accordance with these provisions.

47.2 Acknowledgement of Claims for Loss or Damage to Property

After receiving a proper written or electronic transmission of a claim in the manner and form and with the supporting documents described in Section 47.1 ("Filing of Claims for Loss or Damage to Property") and Section 47.4 ("Investigation of Claims for Loss or Damage to Property") herein, UPS or its designee will acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of receipt, unless such claim has already been paid or denied in writing or electronically. UPS will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the Source Document and delivery receipts, if any, covering the shipment involved. At the time such claim is received, UPS will cause the date of receipt to be recorded on the face of the claim document, and the date of receipt will also appear on the acknowledgment of receipt sent to the claimant.

47.3 Time Limit for Filing Claims for Loss or Damage to Property

As a condition precedent to recovery, all claims for loss or damage to property must be filed in writing or electronically with UPS within the following time limits:

–For domestic shipments, claims must be filed within nine months after delivery of the package or, in case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed.

–For international shipments, claims must be filed within sixty days after delivery of the package or, in the case of non-delivery, within sixty days after a reasonable time for delivery has elapsed.

–Suits shall be instituted within two years after denial of any portion of the claim. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

47.4 Investigation of Claims for Loss or Damage to Property

–**Prompt Investigation.** Each claim for loss or damage to a package or shipment filed in the manner prescribed herein will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.

–**Supporting Documents.** Each claim must be supported by the following: (1) evidence of payment of the shipping and any declared value charges; and (2) either the original invoice or, a photocopy, exact copy, or extract of, the original invoice, a certification of prices or costs, with trade or other discounts, allowance, or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon. Where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or receipt, where an invoice does not show price or cost, where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, UPS will, before paying a claim, require the claimant to establish the value in the quantity shipped, transported, or involved. UPS reserves the right to request the original shipping record or Source Document.

For an asserted claim of \$1000 or more for a package shipped as a result of a request for service made through the internet, the shipper must provide a copy of the signed receipt obtained from UPS at the time of tender to support the claim.

For an asserted claim of \$1000 or more for an international UPS Returns or a UPS Import Control package, the signed UPS high-value shipment summary applicable to the shipment must be submitted in support of the claim.

By filing a claim and supporting documents to UPS, the claimant certifies that the claim, amount of claim, and supporting documents are true and correct.

–Original Packaging Materials. In the event that a claim is made for damage to a package, the original packaging materials must be made available to UPS or its designee for inspection.

–Verification of Loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, UPS will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from UPS or from any other source. UPS reserves the right to require verification by the filing of a police report and providing a copy of the filed report to UPS in support of the claim.

47.5 Salvage

When UPS pays the actual cost, the purchase price, or the replacement cost of the property, all rights, title to, and interest in the property shall thereupon pass to UPS, and UPS reserves the right to obtain the property for salvage. Payment of a claim in such circumstances shall be contingent on UPS's receipt of the damaged property in the same condition as on the date the damage was incurred.

47.6 Disposition of Claims for Loss or Damage to Property

UPS or its designee, after receiving a written claim for property transported, will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after UPS receives the claim; provided, however, that if the claim cannot be processed and disposed of within 120 days after receipt, UPS or its designee will at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and shall

retain a copy of such notice to the claimant in its claim file.

No claim for loss or damage shall be paid unless a valid claim has been filed in accordance with terms set forth herein (in Section 47.1, "Filing of Claims for Loss or Damage to Property," Section 47.3, "Time Limit for Filing Claims for Loss or Damage to Property" and Section 47.4, "Investigation of Claims for Loss or Damage to Property"). UPS reserves the right to refuse to pay any claim for loss or damage to property until all outstanding charges owing to UPS have been paid in full.

48. Responsibility for Loss or Damage

UPS's liability for loss or damage to each UPS domestic package or international shipment is limited to a value of \$100, except as set forth below. Unless a greater value is recorded in the declared value field of the UPS Source Document or the UPS Automated Shipping System used, the shipper agrees that the released value of each domestic package or international shipment is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation, and that UPS shall not be liable for more than \$100 for each domestic package or international shipment.

To increase UPS's limit of liability for loss or damage above \$100, the shipper must declare a value in excess of \$100 for each package in the declared value field of the UPS Source Document or the UPS Automated Shipping System used and pay an additional charge. The shipper cannot declare a value in excess of the maximum allowable limits set forth below. UPS shall not be liable under any circumstances for an amount in excess of the declared value of a domestic package or international shipment. When a shipper declares a value in excess of \$100, it does not receive any form of insurance. Shippers desiring cargo insurance, all risk insurance, or another form of insurance should purchase such insurance from a third party.

The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, on October 12, 1929, that convention as amended, or the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999), shall apply to the international carriage of any shipment insofar as the same is governed thereby. There are no stopping places which are agreed upon at the time of tender of the shipment, and UPS reserves the right to route the shipment in any way UPS deems appropriate.

48.1 Maximum Declared Values

The maximum declared value per package is \$50,000, except for the following packages for which the maximum declared value may not exceed:

–\$5,000 per package for a package shipped as a result of a request for service made through the internet;

–\$500 per package for a package shipped via a UPS Drop Box;

–\$1000 per package for a package shipped via a Third-Party Retailer if such package was previously manifested using a Source Document, UPS Automated Shipping System, or UPS Internet Shipping, prior to drop off at the Third-Party Retailer;

–\$500 per package for international shipments containing jewelry (not including costume jewelry);

–\$1000 per package for domestic packages returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, or 1 UPS Pickup Attempt Return Services, (including via UPS Returns® on the Web), and UPS Returns® Flexible Access;

–\$1000 per package for international shipments returned via UPS Print Return Label, UPS Print and Mail Return Label, Electronic Return Label, 1 UPS Pickup

Attempt, or 3 UPS Pickup Attempt Return Services, (including via UPS Returns on the Web) unless a UPS high-value shipment summary is obtained by the shipper or person tendering the package and signed by the driver upon tender of the shipment;

–\$1000 per package for international UPS Import Control shipments unless a UPS high-value shipment summary is obtained by the shipper or person tendering the package and signed by the driver upon tender of the shipment;

–\$1000 per package for packages shipped by a Third-Party Retailer if no high-value control log was provided to UPS on tender of the package;

–\$999 per package for packages shipped via Shipper Release service.

Shippers cannot declare a value for UPS Prepaid Letters.

Declaring a value in the declared value field of the UPS Source Document or UPS Automated Shipping System used does not increase UPS's limitations of liability for, and shippers may not declare a value for, damages related to providing or failure to provide C.O.D. service, including, but not limited to: failure to collect the C.O.D. amount; failure to collect the specified form of payment; collection of an instrument in the wrong amount; failure or delay in delivering the collected instrument to the shipper; or collection of forged, insufficient funds, or otherwise invalid instruments.

Any declared value in excess of the maximums allowed in the applicable Terms or Service Guide is null and void. Acceptance for carriage of any package or shipment bearing a declared value in excess of the allowed maximums does not constitute a waiver of any provisions of the Terms or Service Guide limiting UPS's liability or responsibility for any such package or shipment.

48.2 Liability Limits

Whenever property is damaged or lost by UPS in the course of transportation, UPS's maximum liability per domestic package or international shipment shall not exceed the lesser of:

- \$100, when no value in excess of \$100 is declared on the Source Document or UPS Automated Shipping System used (or when a value in excess of \$100 is declared, but the applicable declared value charges are not paid);

- the declared value on the Source Document or UPS Automated Shipping System used when a value in excess of \$100 is declared and the applicable declared value charges paid;

- the purchase price paid by the consignee (where the shipped property has been sold to the consignee);

- the actual cost of the damaged or lost property;

- the replacement cost of the property at the time and place of loss or damage; or

- the cost of repairing the damaged property.

UPS's liability for packages containing the following commodities shall be limited as follows:

- Checks.** UPS's liability for a package containing a check or checks is limited to the cost of stopping payment on and reissuing the check(s), not to exceed \$100 per package. In no event shall UPS be liable for the face value of the check(s).

- Phone Cards, Tickets, Gift Cards, and similar.** UPS's liability for a package containing a phone card, ticket (such as event or airline ticket), gift certificate, gift card, coupon, or other similar printed matter with an exchange value is limited to the cost (which shall not include any amount of the value attached to the card, certificate, or coupon, or similar printed matter) of replacing the physical card(s), certificate(s), or printed matter, not to

exceed \$100 per package. In no event shall UPS be liable for the face value of any phone card, ticket, gift certificate, gift card, coupon, or similar printed matter.

- Media.** UPS's liability for loss or damage to a package containing documents, film, photographs (including negatives), slides, transparencies, videotapes, compact discs, laser discs, computer tapes, and media of similar nature is limited to the replacement cost of the media on which the content is recorded.

- Pairs, Parts.** In the event of loss of or damage to a pair or set of articles, UPS's liability is limited to the value of that part of the pair or set which is lost or damaged, and UPS shall not be liable for the value of the whole pair or set. In the event of loss of or damage to any part of property (including any part of a machine) which, when complete for sale or use, consists of several parts, UPS shall be liable only for the value of the part lost or damaged, not to exceed the declared value of the part lost or damaged. In no event shall UPS be liable for the value of the complete item.

48.3 Exclusions from Liability

UPS shall not be liable or responsible for:

- loss or damage to articles of unusual value (as defined in these Terms);

- loss or damage to Prepaid Letters;

- loss or damage to any package resulting from insects, moths, vermin, inherent vice, deterioration, dampness of atmosphere, extreme of temperature, ordinary wear and tear, or that which occurred or arose prior to or after the course of transportation by UPS;

- loss or damage to any package resulting from improper, inadequate or unsafe packaging or wrapping that fails to meet UPS's published standards related thereto set forth in the Terms or at ups.com;

- loss or damage to Perishable Commodities to the extent the loss or damage results from exposure to heat or cold or the perishable nature of the item;

—loss or damage to human remains, fetal remains, human body parts, or components thereof;

—loss or damage to fluorescent tubes or bulbs;

—loss or damage due to acts of God, natural disasters, war risks, acts of terrorism, nuclear damage, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, authority of law, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, strikes or other labor disputes, civil unrest, disruptions in air or ground transportation networks, disruption or failure of communication and information systems, or adverse weather conditions;

—loss or damage to any package for which UPS has no record reflecting that the package was tendered to UPS by the shipper; or

—loss or damage to any package containing articles that shippers are prohibited from shipping, that UPS does not or is not authorized to accept for transportation, that UPS states that it will not accept, or that UPS has a right to refuse.

UPS shall not be liable for any loss or damage arising from providing service to, or on behalf of, a person or entity that obtains such services, including the delivery of property, by trick, false pretense, or other fraudulent scheme.

UPS shall not be liable for any damages arising from UPS's inability, failure, or refusal to comply with a request to stop, return, or re-route shipment of a package after tender to UPS.

UPS shall not be liable for any interruption of service due to causes beyond UPS's control including, but not limited to: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, natural disasters, war risks, acts of terrorism, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities,

authority of law, insufficient information provided by a customer, Hazardous Materials packages improperly offered for transport, the application of security regulations imposed by the government or otherwise applicable to the shipment, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind in air or ground transportation networks, disruption or failure of communication and information systems, and adverse weather conditions.

UNDER NO CIRCUMSTANCES SHALL UPS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS, MISDELIVERY OF, OR DAMAGE TO PROPERTY, DELAYED DELIVERY, OR FAILURE TO ATTEMPT DELIVERY IN ACCORDANCE WITH THE UPS SERVICE GUARANTEE, WHETHER OR NOT UPS HAD KNOWLEDGE SUCH DAMAGES MIGHT BE INCURRED. UNDER NO CIRCUMSTANCES SHALL UPS BE LIABLE FOR ANY DAMAGES WHATSOEVER FOR DELAYED DELIVERY, EXCEPT AS SPECIFICALLY PROVIDED FOR SHIPMENTS MADE UNDER THE UPS SERVICE GUARANTEE.

Acceptance for carriage of any package or shipment containing articles that shippers are prohibited from shipping, that UPS does not or is not authorized to accept for transportation, that UPS states it will not accept, or that UPS has a right to refuse, does not constitute a waiver of any provisions of the Terms or Service Guide limiting UPS's liability or responsibility for any such package or shipment.

49. Shipper Indemnification

The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a

governmental agency, or any other person or entity, arising from or relating to the shipper's noncompliance with governmental laws or regulations applicable to the package or UPS requirements applicable to the package, from shipper's tendering any prohibited item for shipment, or from shipper's failure to comply with the Terms.

50. Incorporation of Terms; Waiver; Future Changes

All shipments are subject to the terms and conditions contained in the Terms.

UPS may engage subcontractors to perform transportation and incidental services. UPS contracts on its own behalf and on behalf of its servants, agents, and subcontractors, each of whom shall have the benefit of these Terms. No such party has authority to waive or vary any of these terms and conditions.

The effective Service Guide and the description of UPS® services at ups.com®, and any modifications or amendments of them, are hereby incorporated by reference in these Terms. The current version of the Terms supersedes all previous UPS Tariffs,

UPS Terms and Conditions of Service, and UPS Tariff/Terms and Conditions of Service. The Terms and the UPS Source Document for each shipment together comprise the complete and exclusive agreement of the parties, except as modified by any existing or future written agreement between the parties, and may not be contradicted or modified by any oral agreement.

UPS reserves the right to unilaterally modify or amend any portion of the Service Guide or the Terms at any time without prior notice.

Any failure to enforce or apply a term or provision of the Service Guide or the Terms shall not constitute a waiver of that term or provision by UPS, and shall not diminish or impair UPS's right to enforce such term or provision in the future. If one or more provisions of the Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be so affected or impaired.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Effective January 3, 2011

Updated July 14, 2011

Contents

INTERNATIONAL SHIPMENTS (U.S. EDITION)

Definitions	1
Non-Waiver	2
Account Numbers	2
Alcoholic Beverages	2
Billing	3
Carriage Under International Conventions	4
Cartage Agents	4
Claims	5
Collect on Delivery (C.O.D.) Service	5
Credit Terms	5
Customs Clearance	5
Dangerous Goods	6
Declared Value for Carriage and Limits of Liability (Not Insurance Coverage)	6
Dimensional Weight (Volumetric Weight)	7
Duties and Taxes	8
Export Control Laws	8
Extra-Large Packages	8
Fuel Surcharge	8
Inspection of Shipments	8
Liabilities Not Assumed	8
Limitations on Legal Actions	9
Live Animals	10
Money-Back Guarantee Policy	10
Package Consolidators	11
Package Tracking/Tracing	11
Packaging and Marking	11
Pharmaceuticals	11
Pickup and Delivery	11
Post Office Box Addresses	12
Prohibited Items	12
Proof of Performance (Verbal)	12
Proof of Performance (Written)	13
Rate Quotations	13
Refusal or Rejection of Shipments	13
Restrictions	13
Routing and Rerouting	13
Undeliverable Shipments	13
Warranties	14

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

These FedEx Express Terms and Conditions, contained in the FedEx Service Guide, supersede all previous terms and conditions, amendments, supplements, and other prior statements concerning the rates and conditions of FedEx Express service to which these terms and conditions apply. The downloadable version (PDF) of the FedEx Express Terms and Conditions at fedex.com on the date of shipment is controlling.

The FedEx Express Guide consists of the Our Services information at fedex.com [U.S. and U.S. export], U.S. import and U.S. retail rates, these FedEx Express Terms and Conditions, and the FedEx Ground Tariff. The information in the Our Services section of the FedEx Service Guide is not part of the contract of carriage. FedEx reserves the right to unilaterally modify, amend, change or supplement the FedEx Service Guide, including, but not limited to, the rates, services, features of service, and these terms and conditions, without notice. Only an officer in the Legal Department of FedEx Corporation or successor positions may authorize a supplement to, or modification, change or amendment of, the FedEx Service Guide. No other agent or employee of FedEx, its affiliates or subsidiaries, nor any other person or party, is authorized to do so. This restriction in modification does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation agreement and these FedEx Express Terms and Conditions, the FedEx Sales or FedEx Customer Automation agreement controls.

Any failure to enforce or apply a term, condition, or provision of the FedEx Service Guide shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply such a term, condition or provision in the future.

International Shipments (U.S. Edition)

The following pages contain the FedEx Express Terms and Conditions applicable to FedEx Express international services and service options (including FedEx International Next Flight, FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Broker Select, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx International Controlled Export, FedEx 10kg Box, FedEx 25kg Box, FedEx International MailService, FedEx International Economy and FedEx International Economy Freight) from the U.S. to selected international destinations and between Puerto Rico and the U.S., including, but not limited to, any such items tendered by customers utilizing FedEx electronic shipping systems, air waybills, labels and shipping software. For international shipments tendered for FedEx International Premium, FedEx International Express Freight (IXF) or FedEx International Airport-to-Airport (ATA), please see the applicable Service Guide, terms and conditions, and/or tariffs for these services. Refer to fedex.com/us/services/terms/ixf.html. (Note: fedex.com URLs are subject to change.) See the U.S. Shipments section when shipping to and from points within the U.S., including Alaska and Hawaii. Shipments originating outside the U.S. for U.S. or other international destinations are subject to local tariffs and the terms and conditions of the FedEx subsidiary, branch or the independent contractor that accepted the shipment. These terms and conditions include terms regarding the importation and customs clearance of shipments into the U.S. See the FedEx Ground Tariff when shipping by FedEx Ground.

If there is a conflict between these terms and conditions and the terms and conditions on any FedEx air waybill, shipping label or other transit documentation, the terms and conditions in the FedEx Service Guide, as amended, modified, changed or supplemented, will control to the extent they are not in conflict with the rules relating to liability for international carriage established by the Warsaw Convention, as amended, or Montreal Convention, other applicable treaties or any applicable tariff.

Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these terms and conditions. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted FedEx Standard List Rates if they have a valid FedEx account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid FedEx account, have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted FedEx Retail Rates for shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

Any conflict or inconsistency between the FedEx Service Guide and other written or oral statements concerning the rates, features of service, and terms and conditions applicable to FedEx Express international services from the U.S. to international locations and many terms regarding importation and inbound clearance of shipments into the U.S. will be controlled by the FedEx Service Guide, as modified, amended or supplemented.

For the most current information regarding rates served and delivery commitments, contact Customer Service at 1.800.GoFedEx 1.800.463.3339 (say "international services" for international information).

The term "FedEx Express international services" means these services and service options: FedEx International Next Flight, FedEx International First, FedEx International Priority, FedEx International Priority Freight, FedEx International Broker Select, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx International Controlled Export, FedEx 10kg Box, FedEx 25kg Box, FedEx International Economy, FedEx International Economy Freight and FedEx International MailService.

Definitions

"Account-Specific Rates" are the rates paid by FedEx account holders who have discounts applied to their account and charge for their shipping to their FedEx account.

"Air waybill" means any shipping document, label, electronic entry or similar item used in the FedEx system for the services described in these terms and conditions.

"Ancillary clearance service" means value-added services that FedEx may provide to accommodate the requirements of regulatory agencies, or that customers may request FedEx (or our assigned broker) to perform on the customer's behalf. Such services are provided in addition to the normal customs-clearance process. Ancillary clearance services may incur a service fee that will be invoiced to the designated payer.

"Business day" means Monday through Friday except for the following U.S. holidays:

Memorial Day	New Year's Day
Independence Day	Constitution Day (Puerto Rico only)
Labor Day	Good Friday (Puerto Rico only)
Thanksgiving Day	Three Kings Day (Puerto Rico only)
Christmas Day	

The business day may differ in some international locations due to local customs.

"Chargeable weight" means the greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any package or object. Any fraction of a pound is rounded up to the next-higher pound.

"Consolidator" means any person, corporation, partnership or other entity that is independent from FedEx and derives income from the consolidation of the packages of others for tender to us, including all FedEx Authorized ShipCenter locations and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

"Customer," "sender" or "shipper" means the person whose name is listed on the air waybill as the sender.

"FedEx," "FedEx Express," "our," "us" and "we" refer to Federal Express Corporation and its officers, employees and agents (but does not include cartage agents).

"Freight" means any single piece or skid with a chargeable weight greater than 150 lbs. Any fraction of a pound is rounded up to the next-higher pound.

"Guide" or "Service Guide" means the FedEx Service Guide, as modified, amended or supplemented.

"In good credit standing" means: (1) that payment on the FedEx account is current; (2) the account is not in "cash only" status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by FedEx.

"Overcharge" means a charge based on an incorrect rate, an incorrect special handling fee, billing a service other than the service selected for the package, billing based on incorrect package or shipment weight, billing to the wrong account number; or any other billing, unrelated to a service failure, that results in an incorrect charge.

"Package" means any single parcel or piece with a chargeable weight of 150 lbs. or less. Any fraction of a pound is rounded up to the next-higher pound.

"Recipient" or "consignee" means the person whose name is listed on the air waybill as the recipient.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

(Definitions, cont.)

"Reroute" means to deliver a shipment to an address different from that specified on the air waybill, and includes a change (1) from one street address to another in the same city and state, (2) from directions to Hold at FedEx Location to a request for delivery to another location, (3) from the delivery instructions on the air waybill to a request to Hold at FedEx Location, or (4) from one Hold at FedEx Location address to another in the same city and state. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

"Residential delivery" means a delivery made to a home or private residence, including locations where a business is operated from the home, and/or a delivery in which the shipper has designated the delivery address as residential.

"Residential pickup" means a pickup from a home or private residence, including locations where a business is operated from the home.

"Retail Rates" apply to shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

"Service failure" means delivery of your package 60 seconds or more after our published delivery commitment for the FedEx service for that package, except as otherwise described in these terms and conditions.

"Shipment" means one or more pieces, either packages or freight, moving on a single air waybill.

"Standard List Rates" are the rates paid by FedEx account holders who do not have discounts applied to their account and who charge their shipping to their FedEx account.

"Transportation charges" mean amounts assessed for movement of a shipment and do not include any other fees or charges that may be assessed under the FedEx Service Guide, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, and surcharges.

"Valid" as it relates to account numbers means a FedEx account number that has been issued by FedEx and that is in good credit standing.

"You" or **"your"** means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of the FedEx Service Guide does not constitute a waiver of that term, condition or provision and does not otherwise impair our right to enforce such term, condition or provision.

Account Numbers

For transactions other than "Bill Sender," "Bill Recipient" or "Bill Third Party," you must pay by cash (not accepted at all FedEx locations), check, money order or credit card. Payment is required when you give us your package. For "Bill Sender" and "Bill Third Party" transactions, packages will not be accepted unless you provide a valid FedEx account number.

For "Bill Recipient" transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient must provide a valid FedEx account number or pay with cash, check, money order or credit card (if accepted as a form of payment in the destination country) at time of delivery. If the recipient or third party refuses to pay any transportation charges and other fees, including, but not limited to, duties and taxes, the package will be treated as undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees and duties and taxes.

For customers utilizing our electronic shipping systems, a valid FedEx account number is required for "Bill Sender," "Bill Recipient" or "Bill Third Party" transactions.

FedEx account holders who pay for shipments originating in the U.S. with cash, check, debit or credit card instead of charging to a valid FedEx account will be charged FedEx Retail Rates instead of FedEx Standard List Rates or Account-Specific Rates.

Account numbers are issued by FedEx according to shipping location and are nontransferable. Account numbers are issued and used solely at the discretion of FedEx. FedEx may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, at its sole discretion. Improper, illegal or any other misuse of your FedEx account may also, at the sole discretion of FedEx, result in loss of discounts or termination of the account.

Improper, illegal or other misuse includes, but is not limited to, ordering supplies for any purpose other than shipping with FedEx, unauthorized consolidation of shipments owned by different parties, or violations of the terms and conditions in this FedEx Service Guide. If your account has been compromised or stolen, the account may be closed and you may be issued a new account. However, you will be responsible for all valid charges on the closed account. Any supplies, materials, rights or privileges that you acquire by holding a FedEx account number may not be used for any purpose other than shipping with FedEx, and FedEx may seek damages against you for any improper, illegal or other misuse of your account. If your account is terminated, we reserve the right, at our sole discretion, to deny your application for new or additional FedEx account numbers at any time in the future. Except for Canada- and Puerto Rico-based accounts, international account numbers may not be used for shipments between two points within the U.S. All charges will be billed and must be remitted in U.S. funds.

All requests for FedEx account numbers are subject to credit investigation and verification by our Credit Department and Customer Account Confirmation Department. FedEx utilizes business credit reporting agencies, audited financial statements, Standard & Poor's and Moody's bond ratings, and other sources as necessary, to determine eligibility for open credit terms. FedEx does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card. Stored-value cards or gift cards cannot be used to open an account; however, such cards may be used for payment when tendering a package at staffed FedEx shipping locations, and in conjunction with our credit card acceptance policy.

The party to whom a FedEx account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your FedEx account current may result in your account being placed on a cash-only status. Use of an account on cash-only status may result in your package being delayed, rejected or returned until arrangements for payment are completed. If the account number to be billed is not valid, the shipment may be refused, delayed or returned until an alternative form of payment is secured. If a package is held, returned, or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the Service Failure Money-Back Guarantee Policy.

You must use your FedEx account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages and freight shipped via FedEx Express international services shall be subject to these terms and conditions, as modified, amended or supplemented.

FedEx may provide trade credit information on its account holders to credit bureaus.

Alcoholic Beverages

Only licensed entities may ship alcohol of any type with FedEx. For more information, go to fedex.com/us/wine. Consumers may not ship alcohol. An ancillary clearance service fee may apply if your shipment requires special import clearance processing; see fedex.com for more information.

For U.S. Import: FedEx will not accept shipments of alcohol (beer, wine or spirits) to nonlicensed parties located in the U.S. from an international location. FedEx will accept shipments of alcohol (beer, wine and spirits) imported to the U.S. when both the shipper and recipient are licensed entities. For more information, go to fedex.com/us/wine. The shipper must hold a license from the country of origin issued in accordance with that country's law and regulations. The recipient, located in the U.S., is required to hold: (1) a basic permit for importer and/or wholesaler issued from the U.S. Department of Treasury, Alcohol and Tobacco Tax and Trade Bureau (TTB), and (2) if applicable, a wholesaler, dealer, distributor or manufacturer license issued from the state in which the recipient is located.

For U.S. Export: FedEx will accept alcohol shipments for export from the U.S. when both the shipper and recipient are licensed entities, and wine shipments from licensed entities directly to consumers in a limited number of countries, subject to additional requirements and all applicable laws and regulations. For more information, go to fedex.com/us/wine. Shippers located in the U.S. must hold: (1) a basic permit for importer and/or wholesaler issued from the TTB, and (2) if applicable, a wholesaler, dealer, distributor, retailer or manufacturer license issued from the state in which the shipper is located.

Contact your FedEx account executive for complete details.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Billing

A. "Bill Sender" means the specified charges will be billed to the sender. The sender's FedEx account number must appear in the appropriate section of the air waybill, and the account should be current. FedEx International Next Flight and FedEx International Mail/Service shipments may only be shipped "Bill Sender" and "Bill Third Party," but all charges must be verified (for U.S. accounts only). For duty-and-tax charges, "Bill Sender" means the sender will be invoiced for applicable duties and taxes and additional ancillary clearance fees incurred.

B. "Bill Recipient" means the specified charges will be billed to the recipient. In order to choose this billing option, the recipient's valid FedEx account number must appear on the air waybill before it is delivered and payment on the account must be current, or the recipient must pay for the package at time of delivery. If the recipient is billed initially and refuses to make payment for the shipment, the charges may be rebilled to a third party. If not paid by the third party, any additional rebilling must be to the sender's account. The sender is liable for, and will be billed for, all charges and fees in the event the recipient or any third party does not pay.

C. "Bill Third Party" means the specified charges will be billed to someone other than the sender or recipient. In order to choose this billing option, the third party's valid FedEx account number must be entered in the appropriate section of the air waybill and must be in good credit standing. The sender is liable for, and will be billed for, all charges and fees in the event the recipient or any third party does not pay. If the third party refuses to pay, the transportation charges will automatically be billed to the sender and duties and taxes to the recipient. If the third party does not have credit arrangements with FedEx, the sender will automatically be billed.

D. Invoices for transportation charges are payable within 15 days of the invoice date. Invoices for duties and taxes are payable upon receipt.

E. We reserve the right to verify the method of payment for any shipment and to refuse any shipment for which the method of payment cannot be verified.

F. At our sole discretion, we may accept requests to change billing instructions from the shipper or current biller to party up to 90 days from the current invoice date. Such requests will be accepted only for unpaid shipments. FedEx must receive prior approval from the new biller to party for:

- Transportation charges being rebilled to a consignee or third party when not due to a FedEx billing error.
- Duty-and-tax charges being rebilled to the shipper if originally billed to the consignee and not due to a FedEx billing error.
- Duty-and-tax charges being rebilled to the consignee or third party when not due to a FedEx billing error.

G. Billing and Special Handling Fees:

1. A special handling fee will be charged where no account number appears on the air waybill or where an incomplete, inaccurate or invalid account number appears on the air waybill in "Bill Sender," "Bill Recipient" or "Bill Third Party" transactions. If a "Bill Sender," "Bill Recipient" or "Bill Third Party" package is received without a FedEx account number, we will attempt to determine the correct account from our records and bill the account for all charges and fees, plus the special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender and no discount will be allowed. See Rates in the FedEx Service Guide for details.

2. A US\$20 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

H. Duties and taxes may be assessed on the contents of shipments destined for international locations. If we advance duties and taxes on behalf of the payer, the payer may be assessed a surcharge based on a flat rate or a percentage of the total amount advanced (whichever is greater). See the Duties and Taxes section for details.

I. Electronically captured data will be used for billing purposes in the event a billing copy of the air waybill is not available at the time of billing.

J. Charges in freely convertible currencies other than U.S. dollars are billed to the payer's account. Charges requiring conversion to a currency other than U.S. dollars will be calculated daily using the median bid price obtained from OANDA, an Internet exchange-rate service, except for those currencies where FedEx is required to use local bank rates to convert currency for payers in that country. The median bid price is the average price at which buyers offer to buy currencies from sellers during the given period. These currency conversion rates can be accessed at www.oanda.com.

The currency-conversion rate in effect one day prior to the ship date will be used for conversions to non-hyper-inflationary currencies. However, we reserve the right to use the exchange rate at invoice date, as opposed to shipment date, in countries where the currency is volatile.

There is an additional exchange fee of 1.75 percent for conversion from any non-U.S. currency to U.S. dollars, 2.3 percent for U.S. dollars to any currency, and 2.0 percent between all non-U.S. currency conversions. The currencies of participating European Union countries will have stationary conversion rates to the euro. There is no exchange fee between currencies related to the euro. Charges in currencies other than the U.S. dollars that are not freely convertible will be converted to U.S. dollars and billed to the payer's account either at the free-market rate or at the official rate at which FedEx was permitted to purchase U.S. dollars in the relevant currency, at our sole option.

K. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR, AND AGREES TO PAY, ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES AND ANY DUTIES OR TAXES WHICH WE HAVE ADVANCED, REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, IF THE RECIPIENT OR THIRD PARTY FAILS OR REFUSES TO PAY.

L. You must furnish with your payment the invoice numbers to which your payment applies. Payment should be sent using your remittance advice to one of the following:

(By FedEx Envelope)

FedEx Lockbox 360353
Room 154-0455
500 Ross Street
Pittsburgh, PA 15262

(By U.S. Postal Service)

Any customer not using electronic data interchange (EDI) or FedEx Billing Online whose billing address is in CT, DC, DE, KY, MA, MD, ME, MI, NC, NE, NJ, NY, OH, PA, PR, RI, SC, VA, VT or WV should mail payment and remittance detail to:

FedEx
P.O. Box 371461
Pittsburgh, PA 15250-7461

Any customer not using EDI or FedEx Billing Online whose billing address is in AK, CO, IA, ID, IL, IN, KS, MN, MO, MT, ND, NE, NM, SD, WA, WI or WY should mail payment and remittance detail to:

FedEx
P.O. Box 94515
Palatine, IL 60094-4515

Any customer not using EDI or FedEx Billing Online whose billing address is in AL, AR, FL, GA, LA, MS, OK, TN or TX should mail payment and remittance detail to:

FedEx
P.O. Box 660481
Dallas, TX 75266-0481

Any customer not using EDI or FedEx Billing Online whose billing address is in AZ, CA, HI, NV, OR or UT should mail payment and remittance detail to:

FedEx
P.O. Box 7221
Pasadena, CA 91109-7321

Customers who receive their invoices via EDI should mail their payment to:

FedEx ERS
P.O. Box 371741
Pittsburgh, PA 15250-7741

Customers who receive their invoices via FedEx Billing Online should mail their payment and remittance detail to:

FedEx Billing Online
P.O. Box 371599
Pittsburgh, PA 15250-7599

M. Customers using an EDI format for invoicing are required to submit remittance data electronically. Some invoice adjustment requests may also be transmitted electronically.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

(Billing, cont.)

N. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx account executive or call Revenue Services at 1 800 GoFedEx 1 800 463 3339 (say "billing"), or access our internet application Manage My Account at fedex.com.

0. Invoice Adjustments/Overcharges:

1. We reserve the right to audit air waybills and shipments made via any means, including, but not limited to, an electronic shipping device, to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the shipment charges at any time.
2. Default Billing. Senders are solely responsible for accurately completing all sections of the air waybill and for the entry of accurate shipment information into any electronic shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing or a standard default weight-per-package estimate, both of which will be determined by us at our sole discretion. If no service is marked, we will send your shipment via FedEx International Priority, FedEx International Economy Freight, FedEx International Priority Freight or FedEx International Economy Freight service as selected by us at our sole discretion.
- For FedEx International Priority and FedEx International Economy services, the recipient's postal code is critical to correct invoicing to those countries that are in multiple rate scales. Any omission or incorrect entry will result in a billing based on a default postal code.
3. Our money-back guarantee policy governs and is the exclusive remedy for requests for refunds or credits related to service failures. (See the Money-Back Guarantee Policy section for applicable notice provisions and other conditions.) If the money-back guarantee is suspended or revoked, there is no remedy.
4. Requests for invoice adjustments due to an overcharge must be received within 60 days after the original invoice date (or ship date if prepaid by cash, check, money order or credit card).
5. FedEx is not obligated to refund any overcharge or pay any other obligation owed when your FedEx account is, or has been in the past, more than 60 days past due.
6. If your account is more than 60 days past due, FedEx may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.
7. You may request an invoice adjustment for reasons not related to a service failure in the following ways:
 - a. Use our internet application FedEx Billing Online at fedex.com if you are a registered user, or
 - b. Submit your request through the invoice adjustment feature at fedex.com; or
 - c. Submit the request in writing using the invoice adjustment form on the back of your invoice. If your request exceeds the space available on the form, you may submit your request via email using the formatted spreadsheet and email address provided at fedex.com/us/account/invoice/home/oremit.html; or
 - d. Submit the request via our telephone invoice adjustment system at 1 800 GoFedEx 1 800 463 3339 (say "billing"). If you choose to submit your request via the telephone invoice adjustment system, the request must state the reason you believe an adjustment or refund is warranted and must provide the following: the FedEx account number (if any), the FedEx tracking number, and the date of shipment.

A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.

8. If you choose to send your request for an invoice adjustment for non-service-related failure via FedEx or U.S. Postal Service, please send it to:
FedEx
Revenue Services
3965 Airways Blvd.
Module G
Memphis, TN 38116

You may also send your request via fax to the FedEx toll-free fax service: 1 800 548 3020.

9. We will not be liable for any invoice adjustment unless you comply with the notice requirements described above. The filing of a lawsuit against us does not constitute compliance with these notice provisions.

For additional information or assistance regarding billing issues, contact FedEx Revenue Services at 1 800 GoFedEx 1 800 463 3339 (say "billing"), 7 a.m. to 6 p.m. (CST), Monday through Friday.

P. **Additional Taxes.** If a value-added, consumption or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipping charges without notice. We pay any applicable excise tax on the air transportation portion of our service.

Q. The shipper and any other party who is liable for payment are responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

R. At our sole discretion, FedEx may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.

Carriage Under International Conventions

A. As used in the FedEx Express terms and conditions, "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Oct. 12, 1929, or that convention as amended, including the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal, May 28, 1999.

"Carrier" includes the air carrier issuing the air waybill and all air carriers that carry the goods or perform any other services related to the carriage.

B. When the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or Montreal Convention may be applicable. The convention governs and, in most cases, limits our liability for loss of, damage to or delay of cargo.

C. The Warsaw Convention and the Montreal Convention limit our liability for loss or delay of or damage to your shipment, unless you declare a higher value for carriage and pay the required fee as described below. The interpretation of the relevant Convention's liability limit may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, our liability is limited to 17 Special Drawing Rights (SDRs) per kilo, unless you declare a higher value for carriage and pay the required fee. If the Montreal Convention applies to your shipment, our liability is limited to 19 SDRs per kilo, unless you declare a higher value for carriage and pay the required fee. Otherwise, our liability is limited to US\$9.07 per pound (US\$20.00 per kilo) unless you declare a higher value for carriage and pay the required fee.

D. To the extent not in conflict with the rules relating to liability for international carriage as established by the Warsaw Convention or the Montreal Convention, carriage and other services performed by us are subject to the provisions of the FedEx Service Guide and applicable tariffs as amended from time to time, which are incorporated in the FedEx Service Guide by reference. The tariffs, if any, may be inspected at our corporate headquarters in Memphis, Tenn.

E. FedEx assumes no obligation to carry goods by any specified aircraft or over any particular route or to make connections at any point according to any schedules. You agree FedEx may, without notice, substitute alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle.

THERE ARE NO STOPPING PLACES THAT ARE AGREED TO AT THE TIME OF TENDER OF THE SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY WE DEEM APPROPRIATE.

Cartage Agents

We provide pickup and delivery to many international locations.

A. If you elect to make arrangements for pickup or delivery directly with a cartage agent, you are responsible for all charges and fees assessed by the cartage agent. The invoice you receive from us will reflect only our charges and fees.

B. Our delivery commitment time and money-back guarantee policy apply only to the portion of the transportation handled directly by us. (See the Money-Back Guarantee Policy section.) The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. We are not responsible for service failures as a result of cartage agent pickups or deliveries.

C. A special handling fee applies, see Rates in the FedEx Service Guide.

D. Cartage agents are independent contractors. They are neither employees nor agents of FedEx Express, and we are not responsible for any of their acts or omissions.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Claims

- A. We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims) or shortage within 21 calendar days after delivery of the shipment. (See the Money-Back Guarantee Policy section for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for nondelivery or misdelivery, within nine months after the package was tendered to FedEx Express for shipment.
- B. Notice of claims for which you are seeking more than US\$100 must be in writing. All claims must be made within the time limits set forth above.
- C. Your notice of claim must include complete shipper and recipient information, as well as the FedEx tracking number, date of shipment, number of pieces, and shipment weight. Failure to provide us with notice in the manner and within the time limits set forth in paragraphs (A) through (B) will result in denial of your claim, and we will have no liability or obligation to pay your claim. The filing of a lawsuit does not constitute compliance with these notice provisions.
- D. Written documentation supporting the amount of your claim must be delivered to us within nine months after the package was tendered to FedEx Express for shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screen if online order with proof of purchase, or other records. These documents must be verifiable to our satisfaction.
- E. We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.
- F. FedEx reserves the right to inspect a damaged shipment on the recipient's premises as well as the right to retrieve the damaged package for inspection at a FedEx facility. The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the package. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the recipient. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.
- G. Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the way bill is *prima facie* evidence that the shipment was delivered in good condition.
- H. We do not accept claims from customers whose packages were sent through a package consolidator. (See the Package Consolidators section.)
- I. Only one claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.
- J. When we resolve a claim by paying full value for a shipment, we reserve the right to pick up the package for salvage, and all rights, title, and interest in the package shall vest with us.
- K. You can file a claim in the following ways:
1. Submit claims online at fedex.com/us/claimsonline for U.S. export shipments to all countries served by FedEx Express and U.S.-inbound shipments from Canada.
 2. Send written claims, including the completed claim form and supporting documentation, via the U.S. Postal Service or fax to:
FedEx Cargo Claims Department
P.O. Box 256
Pittsburgh, PA 15230
Fax: 1 877 229 4766
- If you fax your completed claim form and supporting documentation, FedEx will send you a confirmation letter by return fax.
3. Call customer service at 1 800.GoFedEx 1 800 463 3339 (say "claims") to obtain a case number for your claim, then complete a print copy of the claim form. You may have to submit supporting documentation using FedEx Claims Online or the mailing address or fax number listed above.
- L. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF YOUR CLAIM.

Collect on Delivery (C.O.D.) Service

We do not offer C.O.D. service to international destinations. A shipment marked "C.O.D." will be returned and all related charges will be billed to the sender.

Credit Terms

- A. We do not provide individual consumer credit privileges.
- B. As a condition of extending credit privileges, FedEx reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.
- C. When credit privileges are extended, FedEx reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.
- D. The invoice date begins the credit term cycle, and payment for transportation charges is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in your account being placed on cash-only status. This status may impair your ability to use our services, delay your shipments and may result in the loss of any applicable discounts.
- E. Duties, taxes and other fees are payable immediately upon receipt of our invoice. If transportation charges and duties and taxes are on the same invoice, all charges are due upon receipt of invoice.
- F. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE REFUSED, HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.
- G. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.
- H. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.
- I. Customers requesting removal from cash-only status must contact the FedEx Recovery Collections department at 1 800 506 7560.
- J. We may apply payments made on your account to any unpaid invoice issued on your account, at our sole discretion.
- K. Requests for research or refunds of payment must be received within 60 days from the date of payment.

Customs Clearance

- A. All shipments that cross international borders must be cleared through customs, and you may also be required to provide additional information to obtain clearance from other regulatory agencies in the destination country prior to delivery to the recipient.
- B. Except as provided under the FedEx International Broker Select section at fedex.com, we (or a broker selected by us) will submit shipments to customs and other regulatory agencies for clearance. Duties and taxes or fees that may be assessed by any regulatory agency may be advanced on behalf of the sender and recipient provided appropriate credit arrangements have been made in advance. (See the Billing and Duties and Taxes sections.) FedEx may charge an ancillary clearance service fee, where applicable, on international shipments for clearance processing, for services requested by the shipper, recipient or importer of record, or to recover the costs passed to FedEx by the regulatory agency for regulatory filing. The types and amounts of fees vary by country. (See fedex.com/ancillary/gg/service for a list of ancillary clearance service fees in your destination country.)
- C. In some instances, at our option, we accept instructions from recipients to use a designated customs broker other than FedEx (or the broker selected by FedEx) or the broker designated by the shipper. In any event, FedEx (or the broker selected by FedEx) reserves the right to clear the shipment if the broker cannot be determined or will not perform clearance or if complete broker information is not provided (including name, address, phone number and postal code).
- D. When shipments are held by customs or other agencies due to incorrect or missing documentation, we may attempt first to notify the recipient. If local law requires the correct information or documentation to be submitted by the recipient and the recipient fails to do so within a reasonable time as we may determine, the shipment may be considered undeliverable. (See the Undeliverable Shipments section.) If the recipient fails to supply the required information or documentation, and local law allows the sender to provide the same, we may attempt to notify the sender. If the sender also

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

(Customs Clearance, cont.)

fails to provide the information or documentation within a reasonable time as we may determine, the shipment will be considered undeliverable. We assume no responsibility for our inability to complete a delivery due to incorrect or missing documentation, whether or not we attempt to notify the recipient or sender. (See the Undeliverable Shipments section.)

E. Shipments requiring documentation in addition to the FedEx International Air Waybill, the FedEx International Next Flight Air Waybill or the FedEx International Mail/Service Air Waybill (e.g., a Commercial Invoice) may require additional transit time. Proper completion of necessary documentation, with complete and accurate shipment information, including the appropriate Harmonized Tariff Schedule Code, is the shipper's responsibility.

F. Shipments that contain goods or products that are regulated by multiple government agencies within the destination country (such as the Department of Agriculture, the Food and Drug Administration, the Fish and Wildlife Service and the Federal Communications Commission in the U.S. and comparable agencies in the destination country) may require additional time for clearance.

G. The sender is responsible for making sure goods shipped internationally are acceptable for entry into the destination country. All charges for shipment to and return from countries where entry is not permitted are the sender's responsibility.

H. We assume no responsibility for shipments abandoned in customs, and such shipments may be considered undeliverable.

I. If acceptable wildlife products are shipped via the FedEx International Broker Select service option for U.S. import, they must be addressed to a broker at one of the 18 designated U.S. Fish and Wildlife ports.

J. U.S. import shipments that contain products that originate from wildlife or contain wildlife may require original permits/certificates (CITES) for U.S. Fish and Wildlife Service clearance. U.S. importers of wildlife products must obtain an import license from the U.S. Fish and Wildlife Service for commercial shipments.

K. The U.S. Food and Drug Administration (FDA) requires completion of FDA Prior Notice for certain shipments containing food or food articles for human or animal consumption prior to their arrival in the U.S. A copy of the FDA Prior Notice confirmation record must be included with the shipping documentation for all foods and food products that require Prior Notice.

L. For shipments that must be cleared through customs by the recipient, FedEx will deliver the customs paperwork to the recipient, and delivery of paperwork constitutes timely delivery.

Dangerous Goods

A. We accept most classes of dangerous goods as FedEx Express international shipments to and from dangerous-goods-designated cities in the following countries: the U.S.; Europe, Japan, Canada, Barbados, St. Maarten, Anaba, Trinidad, Tobago, the U.S. Virgin Islands and South Korea. Dangerous goods can also be shipped to many locations via FedEx International Premium, FedEx International Express Freight and FedEx International Airport-to-Airport.

B. All packages containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations. Shippers of dangerous goods, whether prepared under ICAO/IATA or 49CFR, must comply with all FedEx Express variations listed in the current edition of the International Air Transport Association (IATA) tariff. All packages containing dangerous goods must comply with the IATA dangerous-goods regulations. The only exception is for a U.S. territory or commonwealth such as Puerto Rico. Shippers may use 49CFR when prepared by air as limited by the commodities FedEx Express accepts prepared under these regulations. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with all applicable local, state and federal laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes.

Dangerous goods can only be shipped using the FedEx Expanded Service International Air Waybill when using a paper air waybill for express service.

C. Shippers must comply with all applicable local, state and federal laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious.

D. FedEx packaging may not be used to ship dangerous goods (except for Biological Substance, Category B [UN 3373], which may be shipped in the FedEx UN 3373 Pak, and IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes).

E. FedEx Express does not accept dangerous goods shipments prepared exclusively for ground shipment.

F. FedEx is not required to add dry ice to packages in its system or to provide re-icing services.

G. Each shipment must be accompanied by the 8-1/2" Shipper's Declaration for Dangerous Goods form when required.

Title 49CFR paperwork cannot be used for international dangerous goods shipments (except for a U.S. territory or commonwealth such as Puerto Rico), and such shipments will be refused or returned to the sender.

H. Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies both to those that are fully regulated and those that meet the definition of IATA Section II lithium batteries. For details, go to fedex.com and enter keyword "lithium batteries."

I. If the recipient refuses a package or freight piece containing dangerous goods, or the package leaks or is damaged, it will be returned to the shipper if possible. If the shipper refuses to accept the returned shipment or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and agrees to reimburse and otherwise indemnify FedEx for all costs, fees, and expenses it incurs in connection with the cleanup and disposal of the package or freight piece. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx Dangerous Goods shipping requirements.

J. We have the right to refuse any package or freight piece with an odor or any package that is wet or leaking. If a dangerous goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FedEx for any and all costs, fees and expenses it incurs in connection with the cleanup of such damage or contamination.

K. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law. Dangerous goods shipments, including dry ice and Biological Substance, Category B (UN 3373) shipments, are not accepted at FedEx Express Drop Box locations, FedEx Office Print and Ship Center locations, FedEx Authorized ShipCenter locations, and unstaffed FedEx locations. FedEx Express shipments containing IATA Section II lithium batteries are accepted at FedEx Office Print and Ship Center locations and may be placed in FedEx Express Drop Boxes.

L. Note: We are required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation (DOT). The shipper may be subject to fines and penalties under applicable law. The DOT/Federal Aviation Administration (FAA) requires every shipper to have job-specific dangerous goods training prior to tendering a dangerous goods shipment to FedEx or another air carrier. When individuals tender a shipment containing dangerous goods it must be properly classified, packaged, marked, labeled and identified as dangerous goods, and include the correct dangerous goods documentation.

M. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (Note: Shipments may be made available as hold for pickup or be returned to the sender.)

N. We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the shipment to move on the next available truck route or flight on which proper segregation can be maintained.

O. If you have questions regarding shipments of dangerous goods, you may call 1.800.GoFedEx.1.800.463.3339 and say "dangerous goods" to connect to our Dangerous Goods/Hazardous Materials Hotline for assistance.

¹Certain restrictions apply for Alaska and Hawaii shipments; see the Dangerous Goods section at fedex.com.

Declared Value for Carriage and Limits of Liability (Not Insurance Coverage)

The declared value for carriage of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

(Declared Value for Carriage and Limits of Liability (Not Insurance Coverage), cont.)

assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.

A. If for any reason the Warsaw Convention or the Montreal Convention (see the Carriage Under International Conventions section) does not govern our liability, our maximum liability for loss, damage or delay, or any claim with regard to any shipment moving to or from the U.S. is limited to US\$100, US\$9.07 per pound or US\$20.00 per kilo, whichever is greater, unless you declare a higher value for carriage and pay a greater charge. The interpretation of the relevant Convention's liability limit may vary depending on the destination country. If the Warsaw Convention as amended by Montreal Protocol No. 4 applies to your shipment, our liability is limited to 17 Special Drawing Rights (SDRs) per kilo, unless you declare a higher value for carriage and pay the required fee. If the Montreal Convention applies to your shipment, our liability is limited to 19 SDRs per kilo, unless you declare a higher value for carriage and pay the required fee. Otherwise, our liability is limited to US\$9.07 per pound (US\$20.00 per kilo) unless you declare a higher value for carriage and pay the required fee.

FedEx International Priority Freight and FedEx International Economy Freight shipments have a maximum declared-value limit of US\$100,000 to most destinations. FedEx International Broker Select shipments to many countries are allowed to exceed the country declared-value-for-carriage limit (but not the FedEx International Priority and FedEx International Economy maximum of US\$50,000 per shipment).

Except as limited below, unless a higher value is declared and paid for, our liability for each package shipped between Puerto Rico and the U.S. is limited to US\$100 or US\$9.07 per pound (whichever is greater). A minimum charge will be assessed for each package exceeding US\$100 in declared value. For each package exceeding US\$500 in declared value, an additional amount will be charged for each US\$100 (or fraction thereof) of declared value. See Rates in the FedEx Service Guide for details.

Except as limited below, the declared-value limit for shipments between Puerto Rico and the U.S. is US\$50,000 per shipment, rather than US\$50,000 per package.

For packages shipped between Puerto Rico and the U.S., or sent to any international location, the declared value for carriage cannot be greater than the declared value for customs. A FedEx Envelope and FedEx Pak to and from Puerto Rico is limited to a declared value for customs and carriage of US\$100.

B. If you declare a higher value for carriage, an additional amount will be assessed for each US\$100 (or fraction thereof) by which the declared value for carriage exceeds the US\$100 or US\$9.07 per-pound liability limitation, whichever is applicable. See Rates in the FedEx Service Guide for details. EVEN IF A HIGHER VALUE IS DECLARED, OUR LIABILITY FOR LOSS, DAMAGE OR DELAY OF A SHIPMENT WILL NOT EXCEED ITS REPAIR COSTS, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

C. The maximum declared value for customs and carriage for the contents of a FedEx Envelope or a FedEx Pak, regardless of destination, is US\$100 or US\$9.07 per pound, whichever is greater. Goods with a value (actual or declared) exceeding US\$100 should not be shipped in a FedEx Envelope or FedEx Pak.

D. The maximum declared value for customs and carriage for a FedEx international shipment, if other than a FedEx Envelope or FedEx Pak, can be found at fedex.com under the individual country listing.

Except as limited below, the maximum declared value per shipment for FedEx International Next Flight is US\$50,000. If a FedEx International Next Flight shipment is tendered to FedEx palletized or shrinkwrapped as one single unit, the maximum declared value is US\$50,000. If more than one FedEx International Next Flight package is shipped on one air waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment; the liability of FedEx for loss or damage will be limited to the actual value of the package(s) lost or damaged, not to exceed the per-package declared value.

E. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value for carriage of US\$1,000 per shipment or US\$9.07 per pound, whichever is greater. Import of any of the following items may be prohibited by individual countries, and a lower declared-value limitation for a country will control this stated limitation for such items:

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture and collector's items
2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides.

3. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
4. Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware and glassware.
5. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, and any other commodity with similarly fragile qualities.
6. Plasma screens.
7. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
8. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts.
9. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery).
10. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds.
11. Liquor stamps and tax stamps.
12. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia.
13. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments.

F. The declared value for carriage cannot be greater than the declared value for customs.

G. When the sender has not specified the declared value for carriage of each package on an air waybill, but has specified a total declared value for all packages, the declared value for each package will be determined by dividing the total declared value by the number of packages on the air waybill unless you provide verifiable evidence supporting a different allocation. The declared value of any package in a shipment cannot exceed the declared value of the total shipment.

H. Notwithstanding anything else in the FedEx Service Guide, we are not liable for any loss of, damage to or delay, misdelivery or nondelivery of unacceptable shipments, including, but not limited to, cash or currency, nor misdelivery of information.

I. Notwithstanding anything else in the FedEx Service Guide, we are not liable for any loss, damage or delay to any package that is not adequately packaged by the shipper.

J. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE FEDEX SERVICE GUIDE IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE FEDEX SERVICE GUIDE AS TO SUCH SHIPMENT.

K. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

L. The shipper is responsible for accurately completing the air waybill or other shipping documents, including completion of the declared-value section. We cannot honor requests to change the declared-value information on the air waybill after tender to FedEx.

M. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

N. Additional restrictions may apply to a shipment if sent pursuant to an airline interline agreement.

Dimensional Weight (Volumetric Weight)

Dimensional-weight pricing is applicable on a per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges by FedEx. See the Dimensional Weight description in the Fees and Other Shipping Information section of the FedEx Service Guide for additional details.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Duties and Taxes

A. In order to complete clearance of certain items through customs, we may be required to advance on your behalf certain duties and taxes as assessed by customs officials.

For all shipments we may contact the payer before clearance is complete to confirm the arrangements for reimbursing us. At our sole discretion, we may require confirmation of reimbursement arrangements as a condition to completion of clearance and delivery including, but not limited to, cases of deliveries to recipients that we believe are not creditworthy and of shipments with high declared values.

B. Duties and taxes may generally be billed to the sender, the recipient or a third party. If the sender fails to designate a payer on the air waybill, duties and taxes will automatically be billed to the recipient where allowed. Bill Sender Duties and Taxes and Bill Third Party Duties and Taxes are options available only for deliveries to specified locations (call FedEx Express International Customer Service at 1.800.GoFedEx 1.800.463.3339 and say "international services"). REGARDLESS OF ANY PAYMENT INSTRUCTIONS TO THE CONTRARY, THE SENDER IS ULTIMATELY RESPONSIBLE FOR PAYMENT OF DUTIES AND TAXES IF PAYMENT IS NOT RECEIVED. If transportation charges for a shipment are billed to a credit card, FedEx reserves the right to also settle uncollected duties and taxes charges associated with that shipment to the credit card account.

C. In the event we advance duties, taxes or other fees, including the U.S. Merchandise Processing Fee, on behalf of the payer, the payer will be assessed a surcharge based on a flat rate or a percentage of the total amount advanced. This surcharge will vary depending upon the destination country. See Rates in the FedEx Service Guide for the surcharge that applies to U.S. import shipments.

D. Shipments marked Bill Recipient Duties and Taxes may be delayed if we are not able to reach the recipient to confirm that we will be reimbursed for any amounts advanced, and the money-back guarantee will not apply in these cases. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.)

E. If a recipient refuses to pay the duties and taxes, we may contact the sender. If the sender refuses to make satisfactory arrangements to reimburse us, the shipment may be returned to the sender or placed into a general order warehouse or a customs-bonded warehouse. The sender must then pay both the original transportation charges and the return charges. If we advanced any amounts as duties and taxes at either the original destination or upon return, the sender shall also be liable for such amounts.

F. Payment for duties and taxes will be made by one of the following means at the sole discretion of FedEx: cash, check (personal or business, provided valid identification is offered), money order, traveler's check, or debit or deferred account. FedEx does not accept prepayment of duties and taxes at the time of shipment. Payment of duties and taxes may not be made by credit card.

G. In the event that we require confirmation of duties and taxes reimbursement arrangements from the recipient, we will attempt to contact the recipient no later than 12 p.m. on the day the shipment is available for customs clearance in the destination country and inform the recipient of the estimated duties and taxes amount. If an arrangement satisfactory to us is made, the shipment will then be cleared through customs and delivered. If the shipment clears customs by 5 p.m. on the day arrangements are confirmed, delivery will be scheduled for the next business day by 5 p.m. or the end of the local business day. In the event we have cleared packages on your behalf and you do not have credit arrangements with FedEx, payment may be required prior to the release of your shipment.

H. In the event the accuracy or propriety of duties and taxes assessed on a shipment is disputed, FedEx or its designated broker may review the shipping documents tendered with the shipment. If FedEx determines that the duties and taxes were properly assessed, the shipper agrees to pay the duties and taxes.

Export Control Laws

You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including, but not limited to, the export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to the air waybill such documents as necessary to comply with such laws, rules and regulations.

In addition, you specifically warrant that you will not tender any shipments to us if you are listed on the Denied Persons List maintained by the U.S. Department of Commerce. You also warrant that you will not attempt to ship to persons or entities listed as Specially Designated Nationals or Blocked Persons by the U.S. Treasury Department and that you will ship items requiring a State Department license using our FedEx International

Premium, FedEx International Express Freight (IXF) or FedEx International Airport-to-Airport (ATA) services or FedEx International Priority using the FedEx International Controlled Export service option. FedEx will not carry shipments that violate any U.S. export laws. We assume no liability to you or any other person for any loss or expense — including, but not limited to, fines and penalties — if you fail to comply with any export laws, rules or regulations.

Extra-Large Packages

Extra-large packages are pieces weighing less than 151 lbs. (or destination country limit) that exceed 130 inches (or destination country limit) in length and girth combined. These pieces may be refused, or at our sole discretion may be considered as FedEx International Priority Freight or FedEx International Economy Freight shipments once accepted by us, and a minimum chargeable weight of 151 lbs. may be applied regardless of actual weight.

Fuel Surcharge

We reserve the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FedEx, you agree to pay the surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, is available on fedex.com.

Inspection of Shipments

We may, at our sole discretion, open and inspect any shipment without notice. Governmental authorities may also open and inspect any shipment at any time.

Liabilities Not Assumed

FEDEX EXPRESS WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OR US\$100 OR THE AMOUNT SET BY THE MONTREAL OR WARSAW CONVENTIONS (AS AMENDED), WHICHEVER IS GREATER, FOR CARRIAGE OF A SHIPMENT ARISING FROM TRANSPORTATION SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE FEDEX SERVICE GUIDE, WHETHER OR NOT FEDEX EXPRESS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

In no event shall FedEx Express, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not FedEx Express had knowledge that such damages might be incurred.

If we inadvertently accept a shipment with a destination city or cities that we do not serve in a country to which FedEx Express international services are provided, we may attempt to complete the delivery. However, we will not be liable and we will not provide any proof of delivery. The delivery commitment listed for such country will not apply, and the applicable rate will be the highest for that country plus the maximum extended service area surcharge. In these cases, the money-back guarantee applies only to the portion of the transportation provided directly by us.

We will not be liable or responsible for loss, damage or delay caused by events we cannot control.

We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies
- The nature of the shipment, including any defect, characteristic or inherent vice of the shipment
- Your violation of any of the terms and conditions contained in the FedEx Express Terms and Conditions, as amended or supplemented, or on an air waybill, standard conditions of carriage, tariff or other terms and conditions applicable to your shipment, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed
- Perils of the air, public enemies, criminal acts of any person(s) or entities including, but not limited to, acts of terrorism, public authorities acting with actual or apparent

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

(Liabilities Not Assumed, cont.)

authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local, national or international weather conditions (as determined solely by us), local, national or international disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health events or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).

E. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.

F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.

G. Our inability or failure to complete a delivery, or a delay to any delivery, due to acts or omissions of customs or other regulatory agencies.

H. Delays in delivery caused by adherence to FedEx policies regarding the payment of duties and taxes or other charges.

I. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.

J. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, films or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.

K. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.

L. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.

M. Our failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.

N. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens and glass containers such as those used in laboratory test environments.

O. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.

P. Shipments released without obtaining a signature if a signature release is on file.

Q. Our failure or inability to attempt to contact the sender or recipient concerning an incomplete or inaccurate address, incorrect, incomplete, inaccurate or missing documentation, payment of duties and taxes necessary to release a shipment; or an incomplete or incorrect customs broker's address.

R. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.

S. Any package where FedEx records do not reflect that the package was tendered to FedEx by the shipper.

T. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, Internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.

U. The shipment of scale models (including, but not limited to, architectural models, dollhouses, etc.) and prototypes.

V. Your use of an incomplete, inaccurate, or invalid FedEx account number or your failure to provide a valid FedEx account number in good credit standing in the billing instructions on shipping documentation.

W. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases, or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.

X. The shipment of perishables or commodities that could be damaged by exposure to heat or cold, including, but not limited to, the shipment of any alcoholic beverages, plants and plant materials, tobacco products, ostrich or emu eggs, or live aquatic life.

Y. The shipper's failure to provide accurate delivery address information.

Z. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:

1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
2. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/packaging.
3. FedEx laptop packaging, for shipments of laptop computers.
4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.

AA. Any shipment containing a prohibited item. (See the Prohibited Items section.)

BB. Our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments does not constitute acceptance of liability by FedEx unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment.

CC. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)

DD. Damages indicated by any shockwatch, tiltmeter or temperature instruments.

EE. Loss or damage to alcohol shipments unless an approved packaging type is used or FedEx Packaging Design and Development has preapproved your packaging prior to shipment. See the Alcoholic Beverages section for further information.

FF. Dangerous goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undeclared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

GG. FedEx will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.

Limitations on Legal Actions

In the event that the Warsaw Convention, as amended, or Montreal Convention does not prescribe limitations on legal actions, the following will apply.

Any right you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you file an action within one year from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

Any right that you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you first comply with all applicable notice periods and requirements in these terms and conditions including, but not limited to, the periods and requirements for providing notice under the Billing, Claims and Money-Back Guarantee Policy sections. You and we understand that timely and complete compliance with such notice periods and requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions precedent on the face of any complaint that you file against us. You and we agree that FedEx cannot be considered to have breached any obligation to you unless or until we wrongfully deny a claim submitted to us pursuant to the notice periods and requirements contained in these terms and conditions. Finally, you and we agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from us or if you lack knowledge regarding whether such compliance will result in relief from us.

You agree that you will not sue us as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against us. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to us.

The performance of any services does not make us an agent of the shipper or any third party for any purpose.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Live Animals

FedEx Express does not accept live-animal shipments as part of its regular-scheduled service and does not transport household pets such as dogs, cats, birds and hamsters. FedEx Express may accept certain shipments of live animals such as horses, livestock and zoo animals (to and from zoo locations only) on an exception basis if approved and coordinated by the FedEx Live Animal Desk (call 1 800 405 9052).

Money-Back Guarantee Policy¹

We offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

A. Money-Back Guarantee. For U.S.-based payers, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if we deliver a shipment 60 seconds or more after the applicable delivery commitment time. The money-back guarantee applies to shipments tendered using the following services: FedEx International First, FedEx International Next Flight, FedEx International Priority, FedEx International Priority Freight, FedEx International Economy, FedEx International Economy Freight, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx International Premium, FedEx International Broker Select, FedEx 10kg Box and FedEx 25kg Box. It does not apply to FedEx International MailService. This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

B. Limitations. The following limitations apply:

1. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
2. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, this money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package. For FedEx International Priority DirectDistribution and FedEx International Priority DirectDistribution Freight, the money-back guarantee for shipment delays is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.
3. A credit or refund under our money-back guarantee policy will be applied only against charges for the shipment giving rise to the credit.
4. An exact delivery commitment time can be obtained only by telephoning International Customer Service and supplying us with all of the following:
 1. Commodity being shipped
 2. Date of the shipment
 3. Exact destination
 4. Weight of the shipment
 5. Value of the shipment

Any transit time published in the FedEx Service Guide or elsewhere, or quoted by Customer Service without the above five required facts, is only an estimate and is not a stated delivery commitment time. You agree that our records regarding quoted delivery times will constitute conclusive proof of any such quotes.

5. This money-back guarantee does not apply to requests for invoice adjustment based on overcharges (see the Billing section) or shipments to P.O. box addresses acceptable for delivery (see the Post Office Box Addresses section).
6. The money-back guarantee for shipments destined for our extended service areas applies only to the portion of the transportation provided directly by us.
7. This money-back guarantee applies only to transportation charges paid by U.S.-based payers and does not apply to duties, taxes or other charges, including ancillary clearance service fees.
8. Holidays in international locations will affect our transit times. Contact International Customer Service for information on delivery commitments that may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day. The delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.

9. If the sender or recipient specifies a customs broker other than FedEx or the broker selected by FedEx (where this service is available), notification may be given to the broker by 12 p.m. on the first business day the shipment is available for customs clearance in the destination country, and such notification constitutes timely delivery.
10. For FedEx International Next Flight service, the quoted delivery time may be changed for many reasons, including, but not limited to, the following: flight delays or cancellations due to air traffic control, weather or mechanical problems. If the delivery commitment is changed, the money-back guarantee will only be applicable to the latest quoted delivery time.

C. Exceptions. FedEx will not be obligated to refund or credit your transportation charges if:

1. We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section.
2. The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
3. The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
4. The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day via any FedEx Express International or FedEx Express Freight international service, and was delivered within 90 minutes of the applicable delivery commitment time for the selected service and destination.
5. The shipment was undeliverable or returned.
6. The shipment contained dangerous goods or dry ice.
7. The shipment was delayed due to an incorrect address or to the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package.
8. The shipment was delayed due to customs or regulatory delays, including, but not limited to, any delays resulting from compliance with advance notice or prior notice requirements.
9. The delay in delivery was caused by adherence to FedEx policies regarding the payment of duties and taxes prior to customs clearance or at delivery.
10. Incorrect FedEx tracking numbers were applied to the subject package or shipment by customers using FedEx electronic shipping devices.
11. Complete recipient information was not provided at the time of tender to FedEx. Complete recipient information must be provided on either the air waybill or through any FedEx electronic shipping device.
12. You did not book an international freight shipment as required.

D. Refund or Credit Requests. To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your transportation charges in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.

1. You may request a refund or credit of transportation charges due to a service failure in the following ways:
 - a. Use our internet application FedEx Billing Online at fedex.com if you are a registered user, or
 - b. Submit your request through the invoice adjustment feature at fedex.com; or
 - c. Submit the request via our telephone invoice adjustment system at 1 800 GoFedEx 1 800 463 3339 (say "billing").
2. Your notification of a service failure must include your FedEx account number, if any, the FedEx tracking number, and the date of the shipment.
3. All requests for refund or credit of transportation charges must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order.
4. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge with your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.

¹Offer void where prohibited by law.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Package Consolidators

FedEx cannot accept a consolidation under FedEx Express international services or FedEx International Broker Select from a forwarder, unless the shipper:

- Is a FedEx Authorized ShipCenter, or
- Ships using FedEx International Airport-to-Airport, or
- Ships using FedEx International Express Freight, or
- Ships using FedEx International Premium.

In addition, consolidators are responsible for complying with all applicable requirements including, but not limited to, requirements for shipping dangerous goods and complying with customs and other legal requirements applicable to packages tendered for international transportation.

If you tender packages to a consolidator instead of to us directly, the following limitations apply:

- Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
- Inquiries or claims regarding shipments tendered to a consolidator must be directed to the consolidator. We cannot assist the shipper, recipient or third party in these situations, nor do we have any liability for lost, damaged or delayed shipments. The consolidator is the shipper in such cases.
- Consolidators may submit claims for refunds or credits for shipping charges under the money-back guarantee policy. Neither the customer who tendered the package to the consolidator nor the recipient is eligible for refunds or credits under the money-back guarantee policy.
- In order for a consolidator to receive packaging from FedEx, the consolidator must first enter into a Packaging and Pricing Agreement or a FedEx Authorized ShipCenter Agreement with FedEx.
- Consolidators set their own rates for FedEx shipping. They may charge FedEx Retail Rates for FedEx shipping services.
- Inquiries regarding shipments paid for at a FedEx Authorized ShipCenter (FASC) must be directed to the FASC.
- FASCs are independently owned and operated businesses. See the FASC representative for information regarding rates and services and the terms and conditions of carriage. FASCs are not agents of FedEx.

Package Tracking/Tracing

Tracing of international packages is available upon request. Call FedEx International Customer Service at 1 800 GoFedEx 1 800 463 3339 (say "international services") and a tracing specialist will assist you. To trace your package, you must have all of the following information when you call us:

- Air waybill number.
- Date of shipment.
- Recipient's name and address.
- Number of packages and total weight of shipment.
- Contents and value of shipment.
- Your name and phone number, so we can call you back.

Packaging and Marking

- You must comply with all applicable laws (including, but not limited to, local, state, federal and international laws), including those governing packing, marking and labeling for all shipments.
- It is the responsibility of the sender to properly complete the air waybill. The sender's address on an air waybill or electronic shipping device must show the country in which the shipment is tendered to FedEx.
- All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an express-transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. FedEx assumes no liability for perishables or commodities that could be damaged by exposure to heat or cold. Each shipment must be legibly and durably marked with the name, address and ZIP code/postal code of both the shipper and recipient. Packages cannot be wrapped in kraft paper.
- You must use FedEx packaging or new corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides. For guidelines on packaging specific commodities go to fedex.com/packaging. Items that cannot be packed into cartons (such as auto tail pipes, mufflers, tires and rims) must have all sharp edges

and protrusions wrapped, and the address label must be secured using the tie-on tag or the tire/crate label provided by FedEx (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels and rollers must be removed or packaged.

- Expanded polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development. Information on how to submit your packaging for testing is available at fedex.com/packaging.
- Expanded polystyrene foam coolers containing blood, urine and other noninfectious liquid clinical specimens must be shipped inside a sturdy outer packaging.
- FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. Packages containing wet ice must be prepared to prevent the leakage of any liquid, regardless of package orientation. For additional wet-ice packaging requirements, refer to the packaging guide *Packaging Perishable Shipments* at fedex.com/packaging.

- If a shipment is refused by the recipient, leaks or is damaged, the shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

- Information on how to submit your packaging for testing or evaluation, and tips on packaging specific commodities (including automotive and mechanical parts, computers and peripherals), are available at fedex.com/packaging.

- For international freight shipments, freight must be on a skid, pallet or other forkloadable base. Boxes should be stacked squarely on the skid without hanging over the edge, and the weight should be distributed evenly on the skid to avoid excess weight being placed on materials inside the cartons. Use 70-gauge stretchwrap and pass a minimum of two bands (tightly secured) through the skid voids and around all cartons.

- FedEx account holders may order supplies via fedex.com or by calling 1 800 GoFedEx 1 800 463 3339 (say "order shipping supplies").

Pharmaceuticals

Shipments of pharmaceuticals will only be accepted when tendered in accordance with applicable local, state, federal and international laws. The shipper is responsible for compliance with all applicable laws. Controlled shipments moving under U.S. Drug Enforcement permits must be shipped using the FedEx International Controlled Export service option or FedEx air cargo services.

Pickup and Delivery

- We provide delivery service at no additional charge to international destinations within primary service areas.
- Agents are utilized for deliveries to points in extended service areas (ESAs). Depending on the final destination, an ESA surcharge per shipment may be applied for U.S. export shipments; see Rates in the FedEx Service Guide for details. Please call FedEx International Customer Service to determine if your shipment will be subject to an ESA surcharge.
- We do not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery. Indirect delivery is a completed delivery to an address or location other than the address on the air waybill. Package addresses must include the complete street address and telephone or telex number of the recipient.
- Shipments to hotels, hospitals, government offices or installations, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FedEx.
- Any person scheduling a pickup other than the sender must provide a FedEx account number in good credit standing, otherwise the pickup must be scheduled by the sender. We require a minimum of two hours from the time the shipment(s) will be ready to make the pickup. (Contact FedEx International Customer Service for the specific lead times required.) Repeated pickup attempts without packages being ready may result in the cancellation of pickup privileges.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

(Pickup and Delivery, cont.)

F. If we inadvertently accept a shipment with a destination city not served in a country to which FedEx International Priority is provided, we may attempt to complete the delivery. However, certain limitations will apply. (See the Liabilities Not Assumed section.)

G. FedEx International Priority Freight or FedEx International Economy Freight shipments picked up or delivered to H3 areas will be picked up or delivered via cartage agents and a special handling fee will apply, see Rates in the FedEx Service Guide. Freight pickup and delivery is not available on weekends (except in offshore locations where standard business days vary) for FedEx International Priority Freight and FedEx International Economy Freight.

H. Proof of pickup is available upon request. You must provide the pickup number or FedEx tracking number (also known as the air waybill number). We will not provide proof of pickup unless you provide this information.

I. At our sole discretion, we may refuse to pick up or deliver a shipment (package or freight), or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of local, state, federal or international laws.

J. Additional charges may apply for late-hours, weekend or holiday pickup and delivery.

K. The delivery commitment for FedEx International Next Flight service will be the delivery time quoted to each customer. The quoted delivery time will vary for each shipment and will depend on the availability of suitable commercial airline flights.

A. Quoted delivery time may be changed for a variety of reasons, including, but not limited to, flight delays or cancellations due to air traffic control, weather or mechanical problems. In the event of the occurrence of any of the foregoing, the FedEx International Next Flight Service Desk shall quote a new delivery time to the shipper and recipient (if requested by the shipper) by telephone or by customer-reasonably requested method; this new delivery time shall then become the quoted delivery time. Two attempts will be made to reach the shipper and two attempts to reach the recipient (if requested by the shipper). Any such change in the quoted delivery time will be logged in to the tracking system.

L. In order to facilitate delivery or release of a shipment, FedEx may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, that a delivery has been completed or that a shipment is available for pickup at a Hold at FedEx Location facility.

M. If a shipper tenders packages that substantially exceed the number, type, size and/or weight of packages tendered on average for the location by the shipper throughout the year, FedEx may accept such packages but, at its sole discretion, suspend the FedEx Money-Back Guarantee, if applicable, or adjust commitment times.

N. We reserve the right to assess a Residential Delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, including shipments where the delivery location has been designated as Residential Delivery in error.

Post Office Box Addresses

You may use post office box addresses for certain international locations, including shipments to Puerto Rico, but you must include a valid telephone, fax or telex number on the air waybill. FedEx cannot deliver to U.S. military post office box addresses such as APO and FPO.

Prohibited Items

The following items are not acceptable for carriage to any international destinations unless otherwise indicated. (Additional restrictions may apply depending on destination. Various regulatory clearances in addition to customs clearance may be required for certain commodities, thereby extending the transit time.)

1. APO/FPO addresses.
2. C.O.D. shipments.
3. Human corpses, human organs or body parts, human and animal embryos, or cremated or disinterred human remains.
4. Explosives (Class 1.4 explosives are acceptable for carriage to Canada, Germany, France, Japan, United Arab Emirates and United Kingdom. Note: United Arab Emirates only allows Class 1.4 explosives to be shipped hold-for-pickup to the FedEx Express facility in Dubai.)
5. Firearms, weaponry and their parts (acceptable between the U.S. and Puerto Rico).
6. Perishable foodstuffs and foods and beverages requiring refrigeration or other environmental control.

7. Live animals including insects, except as provided in the Live Animals section in the FedEx Service Guide. (Call the FedEx Live Animal Desk at 1.800.405.9052.)
8. Plants and plant material, including cut flowers (cut flowers are acceptable from the U.S. to selected points in Canada and from Colombia, Ecuador and the Netherlands to the U.S.).
9. Lottery tickets and gambling devices where prohibited by law.
10. Money (coins, cash, currency, paper money and negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters).
11. Pornographic and/or obscene material.
12. Shipments' being processed under:
 - a. Duty drawback claims unless advance arrangements are made.
 - b. Temporary Import Bonds — acceptable under the FedEx International Broker Select option, for initial import only.
 - c. U.S. State Department licenses.
 - d. Carnets.
 - e. U.S. Drug Enforcement Administration export permit.
 - f. Letters of Credit. Shipments subject to Letters of Credit are generally prohibited, with the exception of shipments subject to Letters of Credit calling for a "courier receipt," as defined by Article 25 of UCP 600, shipped using the FedEx Expanded Service International Air Waybill.
13. Certificate of Registration shipments (CF4455).

You may be able to ship these items via FedEx International Controlled Export, FedEx International Premium, FedEx International Express Freight (OE) or FedEx International Airport to Airport (ATA). For information on FedEx International Controlled Export, call International Customer Service at 1.800.GoFedEx (1.800.463.3338) (say "International services"). For information on the other services listed call FedEx Express Freight Customer Service at 1.800.332.0807.

13. Hazardous waste, including, but not limited to, used hypodermic needles or syringes or other medical waste.
14. Shipments that may cause damage to, or delay of, equipment, personnel or other shipments.
15. Shipments that require us to obtain any special license or permit for transportation, importation or exportation.
16. Shipments or commodities whose carriage, importation or exportation is prohibited by any law, statute or regulation.
17. Shipments with a declared value for customs in excess of that permitted for a specific destination. (See the Declared Value for Carriage and Limits of Liability section in the FedEx Service Guide.)
18. Dangerous goods except as permitted under the Dangerous Goods section of these terms and conditions.
19. Processed or unprocessed dead animals, including insects and pets. Taxidermy-finished hunting trophies or completely processed (dried) specimens of whole animals or parts of animals are acceptable for shipment into the U.S.
20. Packages that are wet, leaking or emit an odor of any kind.
21. Wildlife products that require U.S. Fish and Wildlife Service export clearance by FedEx prior to exportation from the U.S.
22. In-bound shipments destined to or being withdrawn from a Foreign Trade Zone or bonded warehouse, unless the FedEx International Broker Select option is selected for U.S. import shipments, or the FedEx International Controlled Export service option is selected for U.S. export shipments.

Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

Proof of Performance (Verbal)

When requested by the sender or recipient, verbal confirmation of delivery (date, time and name of person who signed for the shipment) is available. For shipments to many countries that we serve, this information is usually available by 12 a.m. local time in the country of delivery on the day of scheduled delivery.

For FedEx International Next Flight service, a proof-of-delivery phone call to the shipper stating the date and time of delivery, and the name of the person who signed for the shipment will be performed for every shipment. Two attempts will be made to reach the shipper by telephone. A faxed proof of delivery will also be provided upon request by the shipper or the recipient.

FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Proof of Performance (Written)

When requested by the sender or recipient within one year of the shipping date, we will, at our option, furnish a photostatic copy of the destination delivery record or electronically captured delivery information for deliveries made to the most recent address. We assume no liability for our inability to provide a copy of the delivery record.

Signature proof of delivery showing an image of the recipient's signature may be available online at fedex.com for express deliveries made within the U.S., Canada and Puerto Rico.

Rate Quotations

Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Any conflict or inconsistency between the FedEx Service Guide and other written or oral statements or quotes (except those found in a FedEx Sales or FedEx Express Customer Automation agreement) concerning the rates, features of service, and terms and conditions applicable to FedEx Express service will be controlled by the FedEx Service Guide, as modified, amended, changed or supplemented. FedEx only provides estimates of customs duties and taxes through the Estimate Duties and Taxes feature on FedEx Global Trade Manager at fedex.com.

Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted FedEx Standard List Rates if they have a valid FedEx account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid FedEx account, have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted FedEx Retail Rates for shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. We will execute that right when (but not limited to) cases in which: (1) the shipment may cause damage or delay to other shipments, property or personnel; (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise; (3) the shipment contains any prohibited items; (4) the account of the person or entity responsible for payment is not in good credit standing; or (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers. We have no liability whatsoever for refusal or rejection of shipments.

Restrictions

- Size restrictions vary by country.
- Per-package weight limits may vary by country.
- There is no limit on the aggregate weight of a multiple-piece shipment (except to Argentina), provided each individual package does not exceed the per-package weight limit for the destination country. Shipments exceeding 500 lbs. require advance arrangements with us. You must call us to arrange for pickup commitments and delivery commitments. The money-back guarantee will apply only once a delivery commitment has been established by FedEx after pickup of your shipment.
- No more than one type of service may be indicated on a single air waybill and no more than one FedEx Envelope, FedEx 10kg Box or FedEx 25kg Box may be shipped on a single air waybill.
- You may ship up to 10 different commodities on a single air waybill.
- Blood, urine and other liquid specimens containing infectious substances are considered dangerous goods. [See the Dangerous Goods section.] IATA regulations apply. Note: Regulated infectious substances must not be shipped in a FedEx Clinical Pak. Instead, use the FedEx UN 3373 Pak for Biological Substance, Category B (UN 3373) shipments. You may use the FedEx Clinical Pak as an overwrap only for noninfectious

blood, urine and clinical samples packed to specific FedEx standards. For information on FedEx standards for specimens, go to fedex.com/packaging and read our brochures on packaging clinical samples and Biological Substance, UN 3373 specimens. (Also see the Packaging and Marking section.)

G. The declared value for carriage cannot exceed the declared value for customs as indicated on the air waybill.

Routing and Rerouting

We will determine the routing of all shipments. Some shipments may be consolidated or forwarded by FedEx for transportation on foreign air carriers, or on either a charter or an interline basis as FedEx may determine. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

FedEx assumes no obligation to reroute any shipment to a third country, to carry the goods by any specified aircraft or over any particular route or to make connection at any point according to any schedules. You agree that FedEx may, without notice, substitute alternative carrier or aircraft, deviate from the route or routes, or cause the goods to be transported by motor vehicle.

Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (Note: Shipments may be made available as hold for pickup or be returned to the sender.)

Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

THERE ARE NO STOPPING PLACES THAT ARE AGREED TO AT THE TIME OF THE TENDER OF THE SHIPMENT, AND WE RESERVE THE RIGHT TO ROUTE THE SHIPMENT IN ANY WAY WE DEEM APPROPRIATE.

Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill/recipient shipment.
- The recipient refuses to accept the shipment.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx.
- The shipment's contents or packaging are damaged to the point that rewinding is not possible.
- The shipment is unable to clear customs.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.
- The recipient of a Hold at FedEx Location shipment cannot be located.

Should a shipment be classified as undeliverable or undentifiable, the following guidelines apply:

A. If a shipment is undeliverable for any reason, we may attempt to notify the sender to arrange for the return of the shipment if local customs regulations will allow. If the sender cannot be contacted within five business days, we may place the shipment in a general order warehouse or a customs-bonded warehouse or will dispose of the shipment. In any event, if a package cannot be delivered, cleared through customs or returned, the package may be transferred or disposed of by FedEx at its discretion and at any location. The shipper, if known, agrees to pay any costs incurred in returning, storing or disposing of an undeliverable shipment.

B. For shipments returned from international points to the U.S., return charges and fees will be assessed to the original shipper, along with the original charges and fees. Also included will be any other charges incurred by us, including, but not limited to, duties, taxes, ancillary clearance fees and storage fees, if applicable. For returned shipments containing dangerous goods, the shipper must supply a completed return air waybill and all other required documents.

C. Shipments that cannot be returned due to local regulatory constraints will either be placed in a general order warehouse or a customs-bonded warehouse or disposed of at our sole discretion and at any location. The shipper agrees to pay any costs incurred by FedEx in such placement or disposal.



FEDEX EXPRESS TERMS AND CONDITIONS

International Shipments (U.S. Edition)

Warranties

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

If you have questions or concerns regarding FedEx services, please send your correspondence to FedEx Customer Relations Department, 3875 Airways Blvd., Module H, Memphis, TN 38116

These FedEx Express Terms and Conditions, which are a part of the FedEx Service Guide, are published periodically by FedEx Corporate Services, Inc., on behalf of Federal Express Corporation and its subsidiaries and affiliates for the exclusive use of their customers and employees. The FedEx Service Guide contains currently effective retail rates under which packages, documents, skids and containers are accepted for carriage. The most current FedEx Service Guide, available on fedex.com, and any amendments, addendums or supplements supersede all previous FedEx Service Guides and other prior statements concerning the rates and conditions of FedEx service to which it applies.

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FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

Effective January 3, 2011

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Contents

U.S. SHIPMENTS

Definitions	1
Non-Waiver	2
Account Numbers	2
Alcoholic Beverages	2
Billing	2
Cartage Agents	3
Claims	4
Collect on Delivery (C.O.D.) Service	4
Credit Terms	5
Dangerous Goods	5
Declared Value and Limits of Liability (Not Insurance Coverage)	6
Delivery Signature Options	6
Dimensional Weight (Volumetric Weight)	7
Extra-Large Packages	7
Firearms	7
Fuel Surcharge	7
Inspection of Shipments	7
Liabilities Not Assumed	7
Limitations on Legal Actions	8
Live Animals and Ornamental Marine Life (Including Live Fish)	8
Money-Back Guarantee Policy	8
Oversize Packages	9
Overweight Packages	9
Package Consolidators (Including FedEx Authorized ShipCenters)	9
Packaging and Marking	9
Perishables	10
Pharmaceuticals	10
Pickup and Delivery	10
Plants and Plant Materials	10
Prohibited Items	10
Proof of Delivery	11
Rate Quotations	11
Refusal or Rejection of Shipments	11
Return Options	11
Routing and Rerouting	11
Service Areas	11
Signature Releases	11
Tobacco Products	12
Undeliverable Shipments	12
Warranties	12

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

These FedEx Express Terms and Conditions, contained in the FedEx Service Guide, supersede all previous terms and conditions, amendments, supplements, and other prior statements concerning the rates and conditions of FedEx Express service to which these terms and conditions apply. The downloadable version (PDF) of the FedEx Express Terms and Conditions at fedex.com on the date of shipment is controlling.

The FedEx Service Guide consists of the Our Services information at fedex.com [U.S. and U.S. export], U.S., U.S. export, U.S. import and U.S. retail rates, these FedEx Express Terms and Conditions, and the FedEx Ground Tariff. The information in the Our Services section of the FedEx Service Guide is not part of the contract of carriage. FedEx reserves the right to unilaterally modify, amend, change or supplement the FedEx Service Guide, including, but not limited to, the rates, services, features of service, and these terms and conditions, without notice. Only an officer in the Legal Department of FedEx Corporation or successor positions may authorize a supplement to, or modification, change or amendment of, the FedEx Service Guide. No other agent or employee of FedEx, its affiliates or subsidiaries, nor any other person or party, is authorized to do so. This restriction in modification does not apply to a modification applicable to a single customer and included in a FedEx Sales or FedEx Customer Automation agreement. To the extent a conflict exists between a FedEx Sales or FedEx Customer Automation agreement and these FedEx Express Terms and Conditions, the FedEx Sales or FedEx Customer Automation agreement controls.

Any failure to enforce or apply a term, condition, or provision of the FedEx Service Guide shall not constitute a waiver of that term, condition or provision or otherwise impair our right to enforce or apply such a term, condition or provision in the future.

U.S. Shipments

The following pages contain the FedEx Express Terms and Conditions applicable to the transportation of any package, document, envelope, skid, container or other item by FedEx Express U.S. Services (including FedEx SameDay, FedEx SameDay City, FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day A.M., FedEx 2Day, FedEx Express Saver, FedEx SameDay Freight, FedEx First Overnight Freight, FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight), including, but not limited to, any such items tendered by customers utilizing FedEx electronic shipping systems, manifests, airbills, labels, shipping software and stamps when shipping between points within the U.S., including Hawaii and Alaska. See the International Shipments section when shipping to or from international points, including points between Puerto Rico and the U.S. See the FedEx Ground Tariff when shipping by FedEx Ground.

If there is a conflict between these terms and conditions and the terms and conditions on any FedEx airbill, manifest, stamp, shipping label or other transit documentation, the terms and conditions in the FedEx Service Guide, as amended, modified, changed or supplemented, will control.

Rates and service quotations by our employees and agents are based upon information you provide, but final rates and service may vary based upon the shipment actually tendered and the application of these terms and conditions. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted FedEx Standard List Rates if they have a valid FedEx account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid FedEx account, have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted FedEx Retail Rates for shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

For the most current information regarding areas served and delivery commitments, contact FedEx Customer Service at 1.800.GoFedEx 1.800.463.3339.

Definitions

"Account-Specific Rates" are the rates paid by FedEx account holders who have discounts applied to their account and who charge their shipping to their FedEx account.

"Airbill" means any shipping document, manifest, label, stamp, electronic entry or similar item used to tender shipments to FedEx Express for transportation.

"Business day" means Monday through Friday except for the following holidays:

Memorial Day	New Year's Day
Independence Day	Constitution Day (Puerto Rico only)
Labor Day	Good Friday (Puerto Rico only)
Thanksgiving Day	Three Kings Day (Puerto Rico only)
Christmas Day	

"Business delivery" means any delivery that is not a residential delivery.

"Chargeable weight" means the greater of actual or dimensional weight. For all rating purposes, "length" is the longest side of any package or object. Any fraction of a pound is rounded up to the next-higher pound.

"Commercial delivery" means any delivery that is not a residential delivery.

"Consolidator" means any person, corporation, partnership or other entity that is independent from FedEx and derives income from the consolidation of the packages of others for tender to us, including all FedEx Authorized ShipCenter locations and entities who have executed a Packaging and Pricing Agreement, Package Consolidator Agreement or Packaging Agreement with FedEx.

"Customer," "sender" or "shipper" means the person whose name is listed on the airbill as the sender.

"FedEx," "FedEx Express," "our," "us" and "we" refer to Federal Express Corporation and its officers, employees and agents (but does not include cartage agents).

"FedEx Express Freight" means FedEx First Overnight Freight, FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight unless the context requires otherwise.

"Freight" means any single piece or skid with a chargeable weight greater than 150 lbs. Any fraction of a pound is rounded up to the next-higher pound.

"Guide" or "Service Guide" means the FedEx Service Guide, as modified, amended or supplemented.

"In good credit standing" means: (1) that payment on the FedEx account is current; (2) the account is not in "cash-only" status; and, (3) for commercial or business accounts, the balance does not exceed the credit limit established by FedEx.

"Overcharge" means a charge based on an incorrect rate, an incorrect special handling fee, billing a service other than the service selected for the package, billing based on incorrect package or shipment weight, billing to the wrong account number, or any other billing, unrelated to a service failure, that results in an incorrect charge.

"Package" means any single parcel or piece with a chargeable weight of 150 lbs. or less. Any fraction of a pound is rounded up to the next-higher pound.

"Proof of delivery" means electronically captured delivery information, which may include date, time, location and signature information.

"Recipient" means the person whose name is listed on the airbill as the recipient.

"Reroute" means to deliver a shipment to an address different from that specified on the airbill, and includes a change: (1) from one street address to another in the same city and state; (2) from directions to Hold at FedEx Location to a request for delivery to another location; (3) from the delivery instructions on the airbill to a request to Hold at FedEx Location; or, (4) from one Hold at FedEx Location address to another in the same city and state. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

"Residential delivery" means a delivery made to a home or private residence, including locations where a business is operated from the home, and/or a delivery in which the shipper has designated the delivery address as residential.

"Residential pickup" means a pickup from a home or private residence, including locations where a business is operated from the home.

"Retail Rates" apply to shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

"Return option" means FedEx Print Return Label, FedEx Email Return Label, FedEx Express Billable Stamp, FedEx Express Prepaid Stamp and FedEx ExpressTag.

"Service failure" means delivery of your package 60 seconds or more after our published delivery commitment for the FedEx service for that package, except as otherwise described in these terms and conditions.

"Shipment" means one or more pieces, either packages or freight, moving on a single airbill.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Definitions, cont.)

"Standard List Rates" are the rates paid by FedEx account holders who do not have discounts applied to their account and who charge their shipping to their FedEx account.

"Transportation charges" mean amounts assessed for movement of a shipment and does not include any other fees or charges that may be assessed under the FedEx Service Guide, such as (but not limited to) declared-value charges, special handling fees, customs duties and taxes, C.O.D. charges, and surcharges.

"Valid" as it relates to account numbers means a FedEx account number that has been issued by FedEx and that is in good credit standing.

"You" or "your" means the shipper/sender, recipient and their agents, servants, employees, and any other person or entity having or claiming an interest in a shipment.

Non-Waiver

Any failure by us to enforce or apply a term, condition or provision of the FedEx Service Guide does not constitute a waiver of that term, condition or provision and does not otherwise impair our right to enforce such term, condition or provision.

Account Numbers

For transactions other than "Bill Sender," "Bill Recipient" or "Bill Third Party," you must pay by cash (not accepted at all FedEx locations), check, money order or credit card. Payment is required when you give us your package. For "Bill Sender" and "Bill Third Party" transactions, packages will not be accepted unless you provide a valid FedEx account number. For "Bill Recipient" transactions, packages can be tendered without payment, but in order for the package to be delivered, the recipient must provide a valid FedEx account number or pay with cash, check, money order or credit card at time of delivery. If the recipient refuses to pay, the package will be treated as undeliverable and the sender will be responsible for all transportation charges and other fees, including all special handling fees.

For customers utilizing our electronic systems, a valid FedEx account number is required for "Bill Sender," "Bill Recipient" or "Bill Third Party" transactions.

FedEx account holders who pay for shipments originating in the U.S. with cash, check, debit or credit card instead of charging to a valid FedEx account will be charged FedEx Retail Rates instead of FedEx Standard List Rates or Account-Specific Rates.

Account numbers are issued by FedEx according to shipping location and are non-transferable. Account numbers are issued and used solely at the discretion of FedEx. FedEx may discontinue the use of accounts, in whole or in part, and terminate all or particular accounts and account numbers at any time, for any reason, at its sole discretion. Improper, illegal or any other misuse of your FedEx account may also, at the sole discretion of FedEx, result in loss of discounts or termination of the account. Improper, illegal or other misuse includes, but is not limited to, ordering supplies for any purpose other than shipping with FedEx, unauthorized consolidation of shipments owned by different parties, or violations of the terms and conditions in this FedEx Service Guide. If your account has been compromised or stolen, the account may be closed and you may be issued a new account. However, you will be responsible for all valid charges on the closed account. Any supplies, materials, rights or privileges that you acquire by holding a FedEx account number may not be used for any purpose other than shipping with FedEx, and FedEx may seek damages against you for any improper, illegal or other misuse of your account. If your account is terminated, we reserve the right, at our sole discretion, to deny your application for new or additional FedEx account numbers at any time in the future. Except for Canada- and Puerto Rico-based accounts, international account numbers may not be used for shipments between two points within the U.S. All charges will be billed and must be remitted in U.S. funds.

All requests for account numbers are subject to credit investigation and verification by our Credit Department and Customer Account Confirmation Department. FedEx utilizes business credit reporting agencies, audited financial statements, Standard & Poor's and Moody's bond ratings, and other sources as necessary, to determine eligibility for open credit terms. FedEx does not offer consumer credit privileges. Any individual shipping for personal use must prepay the shipment charges or establish a FedEx account for billing directly to a major credit card. Stored-value cards or gift cards cannot be used to open an account, however, such cards may be used for payment when tendering a package at staffed FedEx shipping locations, and in conjunction with our credit card acceptance policy.

The party to whom a FedEx account number is issued is liable for all charges to the account, including those resulting from unauthorized use. The account holder is responsible for the safekeeping of the account number. The account number should be released only to those authorized to ship on the account.

Failure to keep your FedEx account current may result in your account being placed on a cash-only status. Use of an account on cash-only status may result in your package being delayed, rejected or returned until arrangements for payment are completed. If the account number to be billed is not valid, the shipment may be delayed until an alternative form of payment is secured. If a package is held or delivery is otherwise delayed because the account is not in good credit standing, you will not be entitled to a refund or credit of your transportation charges under the Service Failure Money-Back Guarantee Policy.

You must use your FedEx account number to obtain any discount applicable to your account. Use of your account number constitutes your agreement that all packages shipped by us shall be subject to these terms and conditions, as modified, amended or supplemented.

FedEx may provide trade credit information on its account holders to credit bureaus.

Alcoholic Beverages

Only licensed entities may ship alcohol of any type with FedEx. For more information, go to fedex.com/us/wine. Consumers may not ship alcohol.

A. Licensee to Licensee. FedEx will accept alcohol shipments (beer, wine and spirits) when both the shipper and recipient are either licensed wholesalers, licensed dealers, licensed distributors, licensed manufacturers, licensed retailers or licensed importers, subject to additional requirements and all applicable laws and regulations. Contact your FedEx account executive for complete details.

B. Licensee to Consumer. FedEx will accept wine shipments from licensed entities directly to consumers, subject to additional requirements and all applicable laws and regulations. Contact your FedEx account executive for complete details. Shipments of beer or spirits to consumers are prohibited.

Billing

A. "Bill Sender" means charges will be billed to the sender. The sender's FedEx account number must appear on the airbill, and the account must be in good credit standing. The sender may request an initial rebill to another party, but all subsequent rebills will be sent to the sender. (See section G, Billing and Special Handling Fees.)

B. "Bill Recipient" means charges will be billed to the recipient. (This is not C.O.D. service.) The recipient's FedEx account number must be provided on the airbill at the time of shipment, or by the recipient at the time of delivery, and must be in good credit standing. If an account number in good credit standing is not provided, the recipient must pay for the shipment at the time of delivery.

C. "Bill Third Party" means charges will be billed to someone other than the sender or recipient. Charges for shipments within the U.S. may be billed only to a third party in the U.S. In order to choose this billing option, the FedEx account number of the third party must appear on the airbill at the time it is tendered and the account must be in good credit standing.

D. We reserve the right to verify the method of payment for any shipment and to refuse any shipment for which the method of payment cannot be verified.

E. For packages tendered for transportation with a FedEx Express Prepaid Stamp, FedEx reserves the right to bill the customer for packages that are overweight or require special handling. FedEx Express Prepaid Stamps are nonrefundable and nontransferable.

F. NOTWITHSTANDING ANY PAYMENT INSTRUCTIONS THAT ARE GIVEN TO FEDEX, THE SENDER IS ULTIMATELY LIABLE FOR, WILL BE BILLED FOR AND AGREES TO PAY ALL CHARGES AND FEES, INCLUDING ANY SPECIAL HANDLING FEES, IF THE RECIPIENT OR THIRD PARTY FAILS OR REFUSES TO PAY.

G. Billing and Special Handling Fees:

1. A special handling fee will be charged when no account number appears on the airbill or when an incomplete, inaccurate or invalid account number appears on the airbill in "Bill Sender," "Bill Recipient" or "Bill Third Party" transactions. If a "Bill Sender," "Bill Recipient" or "Bill Third Party" package is received without a FedEx account number, we will attempt to determine the correct account from our records and bill the account for all charges and fees, plus the special handling fee. Any applicable discount will apply. If, however, we cannot determine the correct account, the transportation charges plus the special handling fee will be billed directly to the sender, and no discount will be allowed. See Rates in the FedEx Service Guide for details.
2. Payer Rebilling. A special handling fee will be charged to the sender for each request for a change to billing instructions for a package. We will accept requests for change to billing instructions up to 90 days from the invoice date. Such requests will be accepted only for unpaid shipments.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Billing, cont.)

3. A \$20 special handling fee will be charged to you for any check or electronic funds transfer that is dishonored for any reason.

H. Electronically captured data will be used for billing purposes in the event a billing copy of the airbill is not available at the time of billing.

I. You must furnish with your payment the invoice numbers to which your payment applies. Payment should be sent using your remittance advice to one of the following:

(By FedEx Envelope)

FedEx Lockbox 360353
Room 154-0455
500 Ross Street
Pittsburgh, PA 15262

(By U.S. Postal Service)

Any customer not using electronic data interchange (EDI) or FedEx Billing Online whose billing address is in CT, DC, DE, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, VA, VT or WV should mail payment and remittance detail to:

FedEx
P.O. Box 371461
Pittsburgh, PA 15250-7461

Any customer not using EDI or FedEx Billing Online whose billing address is in AK, CO, IA, ID, IL, IN, KS, MN, MO, MT, ND, NE, NM, SD, WA, WI or WY should mail payment and remittance detail to:

FedEx
P.O. Box 94515
Palatine, IL 60094-4515

Any customer not using EDI or FedEx Billing Online whose billing address is in AL, AR, FL, GA, LA, MS, OK, TN or TX should mail payment and remittance detail to:

FedEx
P.O. Box 660481
Dallas, TX 75266-0481

Any customer not using EDI or FedEx Billing Online whose billing address is in AZ, CA, HI, NV, OR or UT should mail payment and remittance detail to:

FedEx
P.O. Box 7221
Pasadena, CA 91109-7321

Customers who receive their invoices via EDI should mail their payment to:

FedEx ERS
P.O. Box 371741
Pittsburgh, PA 15250-7741

Customers who receive their invoices via FedEx Billing Online should mail their payment and remittance detail to:

FedEx Billing Online
P.O. Box 371599
Pittsburgh, PA 15250-7599

J. Customers using an EDI format for invoicing are required to submit remittance data electronically. Some invoice adjustment requests may also be transmitted electronically.

K. If you are interested in or have questions regarding any of our invoicing or payment methods, contact your FedEx account executive or call Revenue Services at 1.800.GoFedEx 1.800.463.3339 (say "biling"), or access our internet application Manage My Account at fedex.com.

L. Invoice Adjustments/Overcharges:

1. We reserve the right to audit airbills and shipments made via any means, including, but not limited to, an electronic shipping device to verify service selection and shipment weight. If the service selected or weight entered is incorrect, we may make appropriate adjustments to the shipment charges at any time.
2. Default Billing: Senders are solely responsible for accurately completing all sections of the airbill and for the entry of accurate shipment information into any electronic shipping device. If you fail to provide or correctly enter this information, you will be billed and agree to pay based on our estimate of the number of packages transported and either the dimensional weight at the time of billing or a standard default weight-per-package estimate, both of which will

be determined by us at our sole discretion. If no service is marked, we will send your shipment via FedEx Priority Overnight or FedEx 1Day Freight, whichever is applicable.

3. Our money-back guarantee policy governs and is the exclusive remedy for requests for refunds or credits related to service failures. (See the Money-Back Guarantee Policy section for applicable notice provisions and other conditions.) If the money-back guarantee is suspended or revoked, there is no remedy.
4. Requests for invoice adjustments due to an overcharge must be received within 60 days after the original invoice date (or ship date if prepaid by cash, check, money order or credit card).
5. FedEx is not obligated to refund any overcharge or pay any other obligation owed when your FedEx account is, or has been in the past, more than 60 days past due.
6. If your account is more than 60 days past due, FedEx may, at its sole discretion, apply any overcharge amounts or other overpayments it agrees are owed to you against the oldest invoices.
7. You may request an invoice adjustment for reasons not related to a service failure in the following ways:
 - a. Use our internet application FedEx Billing Online at fedex.com if you are a registered user, or
 - b. Submit your request through the invoice adjustment feature at fedex.com; or
 - c. Submit the request in writing using the invoice adjustment form on the back of your invoice. If your request exceeds the space available on the form, you may submit your request via email using the formatted spreadsheet and email address provided at fedex.com/us/account/invoice/other/eremit.html; or
 - d. Submit the request via our telephone invoice adjustment system at 1.800.GoFedEx 1.800.463.3339 (say "biling"). If you choose to submit your request via the telephone invoice adjustment system, the request must state the reason you believe an adjustment or refund is warranted and must provide the following: the FedEx account number (if any), the FedEx tracking number, and the date of shipment.

A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request.

8. If you choose to send your request for an invoice adjustment for non-service-related failure via FedEx or the U.S. Postal Service, please send it to:
FedEx
Revenue Services
3965 Airways Boulevard
Module G
Memphis, TN 38116

You may also send your request via fax to the FedEx toll-free fax service 1.800.548.3020.

9. We will not be liable for any invoice adjustment unless you comply with the notice requirements described above. The filing of a lawsuit against us does not constitute compliance with these notice provisions.

For additional information or assistance regarding billing issues, contact Revenue Services at 1.800.GoFedEx 1.800.463.3339 (say "biling"), 7 a.m. to 6 p.m. (CST), Monday through Friday.

M. Additional Taxes. If a federal value-added, consumption or similar tax is applicable to your shipment, we reserve the right to add that amount to your shipping charges without notice. We pay any applicable federal excise tax on the air transportation portion of our service.

N. The shipper and any other party who is liable for payment are responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

O. At our sole discretion, FedEx may transfer and assign ownership of, and any rights to collect, any and all charges due and payable to us.

Cartage Agents

We provide pickup and delivery service to points within our primary service areas. Service outside our primary service areas may be provided through cartage agents. For more information, please call Customer Service at 1.800.GoFedEx 1.800.463.3339 or Express Freight Customer Service at 1.800.332.0807.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Cartage Agents, cont.)

- A. Our delivery commitment time and money-back guarantee policy apply only to the portion of the transportation handled directly by us (see the Money-Back Guarantee Policy section). The delivery commitment time begins when the cartage agent tenders the shipment to us and ends when a shipment is available for pickup by you or a cartage agent. Our tender of a shipment to a cartage agent constitutes delivery of the shipment by us for all purposes. Except as stated below for FedEx Express Freight shipments, we are not responsible for service failures as a result of cartage agent pickups or deliveries.
- B. For FedEx Express Freight shipments destined to extended service areas (H4, H5, H6) and when FedEx arranges delivery by a cartage agent, our delivery commitment time and money-back guarantee policy apply to both the portion of the transportation handled directly by us and to the portion of the transportation handled by the cartage agent. (See the Money-Back Guarantee Policy section.) For FedEx Express Freight shipments originating in extended service areas (H4, H5, H6) the delivery commitment time begins when the cartage agent tenders the shipment to FedEx.
- C. For FedEx Express Freight shipments destined to H7 extended service areas, our delivery commitment time and money-back guarantee policy apply only to the portion of the transportation handled directly by us. The delivery commitment time ends when a shipment is available at the FedEx location for pickup by you or a cartage agent. We are not responsible for service failures as a result of cartage agent pickups from, or deliveries to, H7 extended service areas.
- D. If you elect to make arrangements for pickup or delivery directly with a cartage agent, you are responsible for all charges and fees assessed by the cartage agent. The invoice you receive from us will reflect only our charges and fees.
- E. A special handling fee applies; see Rates in the FedEx Service Guide.
- F. Cartage agents are independent contractors. They are neither employees nor agents of FedEx Express, and we are not responsible for any of their acts or omissions.

Claims

- A. We must receive notice of a claim due to damage (visible or concealed), delay (including spoilage claims), shortage, or failure to properly collect or deliver a C.O.D. payment within 21 calendar days after delivery of the shipment. (See the Money-Back Guarantee Policy section for the time period to request a refund or credit of transportation charges due to a service failure.) We must receive notice of all other claims, including, but not limited to, claims for nondelivery or misdelivery, within nine months after the package was tendered to FedEx Express for shipment.
- B. Notice of claims for which you are seeking more than US\$100 must be in writing. All claims must be made within the time limits set forth previously.
- C. Your notice of claim must include complete shipper and recipient information, as well as the FedEx tracking number, date of shipment, number of pieces, and shipment weight. Failure to provide us with notice in the manner and within the time limits set forth in paragraphs (A) through (B) will result in denial of your claim, and we will have no liability or obligation to pay your claim. The filing of a lawsuit does not constitute compliance with these notice provisions.
- D. Written documentation supporting the amount of your claim must be delivered to us within nine months after the package was tendered to FedEx Express for shipment. Such documentation may include original purchase invoices, estimates or invoices for repair, expense statements, appraisals, final confirmation screen if online order with proof of payment, or other records. These documents must be verifiable to our satisfaction.
- E. We are not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges or from any outstanding balance owed to us.
- F. FedEx reserves the right to inspect a damaged shipment on the recipient's premises as well as the right to retrieve the damaged package for inspection at a FedEx facility. The terms and conditions applicable to the original shipment (including any declared value) will govern the disposition of all claims in connection with the shipment, including any claim relative to the retrieval, inspection or return of the package. When a package is picked up for inspection, a receipt for the damaged package will be provided if requested by the recipient. All of the original shipping cartons, packing and contents must be made available for our inspection and retained until the claim is concluded.
- G. Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage on the airbill is *prima facie* evidence that the shipment was delivered in good condition.
- H. We do not accept claims from customers whose packages were tendered to FedEx through a package consolidator. (See the Package Consolidators [Including FedEx Authorized ShipCenters] section.)

- I. Only one claim can be filed in connection with a shipment. Acceptance of payment of a claim shall extinguish any right to recover in connection with that shipment.
- J. When we resolve a claim by paying full value for a shipment, we reserve the right to pick up the package for salvage, and all rights, title to, and interest in the package shall vest with us.
- K. You can file a claim in the following ways:
1. Submit claims online at fedex.com/us/claimsonline.
 2. Send written claims, including the completed claim form and supporting documentation, via the U.S. Postal Service or fax to:
FedEx Cargo Claims Department
P.O. Box 256
Pittsburgh, PA 15230
Fax: 1 877 229 4766
- If you fax your completed claim form and supporting documentation, FedEx will send you a confirmation letter by return fax.
3. Call customer service at 1 800 GoFedEx 1 800 463 3339 (say "claims") to obtain a case number for your claim, then complete a print copy of the claim form. You may have to submit supporting documentation using FedEx Claims Online or the mailing address or fax number listed above.
- L. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL RESULT IN THE DENIAL OF YOUR CLAIM.

Collect on Delivery (C.O.D.) Service

- A. We offer a collect-on-delivery service consisting of transportation of packages, collection of a payment instrument issued by or on behalf of the recipient and delivery of a payment instrument to the shipper. The shipper is responsible for specifying on the C.O.D. airbill, or in the appropriate field of the FedEx electronic shipping system or third-party electronic shipping system, the amount (the C.O.D. amount) and the form of payment to be collected. We do not offer a cash-on-delivery service.
- B. If the shipper marks SECURED PAYMENT on the C.O.D. airbill, we will collect a cashier's check, official check or money order. If the shipper marks UNSECURED PAYMENT, we will collect a personal check, certified check, cashier's check, official check, money order or company check. CASH, TRAVELER'S CHECKS, "COM" CHECKS, CREDIT CARDS AND COUNTER CHECKS WILL NOT BE ACCEPTED IN PAYMENT OF ANY C.O.D. AMOUNT. If no payment type is selected, an unsecured payment type will be collected at the time of delivery.
- C. Performance of the C.O.D. service does not make us the agent of the shipper for any purpose whatsoever, including, but not limited to, completion of the sale of the goods by the shipper to the recipient. If the recipient cannot be located or fails or refuses to pay the C.O.D. amount via the requested instrument, the shipment will be returned to the shipper, and no refund or credit of either the transportation charges or the C.O.D. charge will be given.
- D. Checks (including cashier's, official, certified, business and personal checks) and money orders for the C.O.D. amount will be collected at the shipper's sole risk, including, but not limited to, all risk of nonpayment, fraud and forgery. FedEx has no liability with respect to any such instrument.
- E. The maximum C.O.D. amount is US\$50,000 per shipment. THE C.O.D. AMOUNT IS NOT THE SAME AS, AND SHOULD NOT BE CONFUSED WITH, DECLARED VALUE. (See the Declared Value and Limits of Liability section.)
- F. The original transportation of packages, collection of the payment instrument and delivery of the payment instrument are considered a single shipment. The terms and conditions in the Declared Value and Limits of Liability section are applicable to all C.O.D. shipments. If no value is declared, our maximum liability will be the lesser of the C.O.D. amount or US\$100. With respect to the C.O.D. shipment sent by a FedEx Express Freight service, if no value is declared, our maximum liability is the greater of US\$100 or US\$1 per pound.
- G. Our liability for loss, damage, delay, misdelivery, misinformation, nondelivery, failure to collect the C.O.D. amount, failure to collect the specified form of payment, collection of an instrument in the wrong amount, or failure or delay in delivering the payment instrument is limited to the declared value, subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Collect on Delivery (C.O.D.) Service, cont.)

H. If the shipper sends more than one package on a single C.O.D. airbill, the total declared value for all of the packages must be written in the appropriate airbill section. Our maximum liability will be limited to the total value declared subject in every event to the maximum declared-value limits and other limitations referenced above and in the Declared Value and Limits of Liability section.

I. The payment instrument will be forwarded to the shipper via FedEx Standard Overnight where available, and otherwise via FedEx 2Day, and will be directed to the shipper's address for the account number on which the C.O.D. shipment was shipped. Return C.O.D. service from Hawaii may be delayed one day due to transit time.

J. Our money-back guarantee policy applies to transportation charges as well as to the additional charge for C.O.D. service and is the exclusive remedy for refund or credit of these charges in the event of a service failure. See the Money-Back Guarantee Policy section for complete conditions and limitations. When the money-back guarantee is suspended or revoked, there is no remedy.

K. If 20 percent or more of a sender's C.O.D. shipments are refused, or a sender requests changes to the C.O.D. amount for 10 percent or more of its C.O.D. shipments, FedEx has the option to revoke any discounts applicable to the sender's account without notice (including discounts for non-C.O.D. shipments) and to impose a special handling fee of US\$30 per shipment.

L. C.O.D. transportation charges must be charged to the sender's FedEx account number.

Credit Terms

A. We do not provide individual consumer credit privileges.

B. As a condition of extending credit privileges, FedEx reserves the right to require business customers to provide current financial information, agree to bank draft arrangements for payment on account, provide a security deposit or provide a bank letter of credit.

C. When credit privileges are extended, FedEx reserves the right to establish and enforce a credit limit on your account. At our sole discretion, we may review and amend a credit limit on your account.

D. The invoice date begins the credit term cycle, and payment is due within 15 days from the invoice date. Failure to keep your FedEx account current will result in your account being placed on cash-only status. This status may impair your ability to use our services, delay your shipments, and may result in the loss of any applicable discounts.

E. IF THE ACCOUNT NUMBER TO BE BILLED IS NOT IN GOOD CREDIT STANDING, THE PACKAGE MAY BE HELD OR STOPPED IN TRANSIT UNTIL YOU MAKE ALTERNATIVE PAYMENT ARRANGEMENTS. THE MONEY-BACK GUARANTEE POLICY WILL NOT APPLY IN SUCH CIRCUMSTANCES.

F. The shipper, and any other party who is liable for payment, is responsible for all reasonable costs incurred by FedEx in obtaining or attempting to obtain payment for services rendered by us. Such costs include, but are not limited to, attorneys' fees, collection agency fees, interest and court costs.

G. Credit privileges will not be restored until you have paid all past-due balances in full and all costs, fees and expenses incurred by FedEx in collecting or attempting to collect such balances. FedEx may require establishment of electronic funds transfer as a prerequisite to credit restoration. FedEx may decline to restore credit privileges even if all costs, fees and expenses are paid.

H. Customers requesting removal from cash-only status must contact the Recovery Collections department at 1 800 506 7580.

I. At our sole discretion, we may apply payments made on your account to any unpaid invoice issued on your account.

J. Requests for research or refunds of payment must be received within 60 days from the date of payment.

Dangerous Goods

A. All packages containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations and, where applicable, Title 49 of the Code of Federal Regulations. Shippers of dangerous goods, whether prepared under ICAO/IATA or 49CFR, must comply with all FedEx Express variations listed in the current edition of the IATA tariff. The shipper is responsible for complying with all packing requirements and appropriate marking and labeling of the package, documentation, as well as compliance with applicable local, state, and federal laws, regulations, ordinances and rules. The shipper is also responsible for ensuring the recipient complies with all applicable local, state and federal laws, regulations, ordinances and rules for applicable hazard classes.

B. Shippers must comply with all applicable local, state and federal laws governing packing, marking and labeling of shipments of blood and blood products, regardless of whether they are infectious.

C. FedEx packaging may not be used to ship dangerous goods (except for Biological Substance, Category B [UN 3373], which may be shipped in the FedEx UN 3373 Pak, and IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes).

D. Shipments containing dangerous goods are not eligible for FedEx Express return options, except dry ice, which may be shipped using the FedEx Print Return Label and the FedEx Email Return Label. FedEx Express dangerous goods surcharges are not assessed on certain types of dangerous goods, and these may be shipped via FedEx Stamps. See the Dangerous Goods section at fedex.com for a list of dangerous goods that are not assessed a surcharge.

E. FedEx Express does not accept dangerous goods shipments prepared exclusively for ground shipment.

F. FedEx is not required to add dry ice to packages in its system, nor to provide re-icing services.

G. Common Fireworks (Division 1.4 explosives) will be accepted only with prior approval from FedEx.

H. Lithium batteries (UN 3090) that are Primary Non-Rechargeable require pre-approval to ship. This applies both to those that are fully regulated and those that meet the definition of IATA Section II lithium batteries. For details, go to fedex.com and enter keyword "lithium batteries."

I. If the recipient refuses a package containing dangerous goods, or the package leaks or is damaged, it will be returned to the shipper, if possible. If the shipper refuses to accept the returned shipment, or it cannot be returned because of leakage or damage due to faulty packaging, the shipper is responsible for and agrees to reimburse and otherwise indemnify FedEx for all costs, fees and expenses it incurs in connection with the cleanup and disposal of the package. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's failure to comply with FedEx Dangerous Goods shipping requirements.

J. We have the right to refuse any package with an odor or any package that is wet or leaking. If a dangerous goods shipment damages or contaminates any property, the shipper is solely responsible for and will reimburse and indemnify FedEx for any and all costs, fees, and expenses it incurs in connection with the cleanup of such damage or contamination.

K. Not all FedEx locations accept dangerous goods, and we reserve the right to refuse dangerous goods at any location where they cannot be accepted in accordance with applicable law. Dangerous goods shipments, including dry ice and Biological Substance, Category B (UN 3373) shipments, are not accepted at FedEx Express Drop Box locations, FedEx Office Print and Ship Center locations, FedEx Authorized ShipCenter locations, and unstaffed FedEx locations. FedEx Express shipments containing IATA Section II lithium batteries are accepted at FedEx Office Print and Ship Center locations and may be placed in FedEx Express Drop Boxes.

L. The shipper must provide all required information and complete all boxes pertaining to dangerous goods on the FedEx airbill.

M. Note: We are required by law to report improperly declared or undeclared shipments of dangerous goods to the U.S. Department of Transportation (DOT). The shipper may be subject to fines and penalties under applicable law. The DOT/Federal Aviation Administration (FAA) requires every shipper to have job-specific dangerous goods training prior to tendering a dangerous goods shipment to FedEx or another air carrier. When individuals tender a shipment containing dangerous goods it must be properly classified, packaged, marked, labeled and identified as dangerous goods, and include the correct dangerous goods documentation.

N. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper (Note: Shipments may be made available as hold for pickup or be returned to the sender.)

O. We are required to maintain proper segregation of incompatible dangerous goods on all vehicles and aircraft. This necessity may cause the shipment to move on the next available truck route or flight on which proper segregation can be maintained.

P. Accessible dangerous goods can be shipped via FedEx First Overnight Freight and FedEx 1Day Freight to and from primary service areas only. Inaccessible dangerous goods can be shipped via FedEx First Overnight Freight, FedEx 1Day Freight, FedEx 2Day Freight and FedEx 3Day Freight to and from primary and extended service areas.

Q. If you have questions regarding shipments of dangerous goods, you may call 1 800 GoFedEx 1 800 463 3339 and say "dangerous goods" to connect to our Dangerous Goods/Hazardous Materials Hotline for assistance.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

Declared Value and Limits of Liability (Not Insurance Coverage)

A. The declared value of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, nondelivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. **WE DO NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.**

B. With respect to U.S. express package services, unless a higher value is declared and paid for, our liability for each package is limited to US\$100. For each package exceeding US\$100 in declared value, an additional amount will be charged. See Rates in the FedEx Service Guide for details.

C. With respect to FedEx Express Freight services, unless a higher value is declared and paid for, our liability for each piece (single handling unit) is limited to US\$100 or US\$1 per pound, whichever is greater. When the declared value exceeds the greater of US\$100 or US\$1 per pound per shipment, an additional amount will be charged for each US\$100 (or fraction thereof) of additional declared value. See Rates in the FedEx Service Guide for details.

D. Except as limited below, the maximum declared value per package in any FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day A.M., FedEx 2Day or FedEx Express Saver shipment is US\$50,000. The maximum declared value per shipment for FedEx SameDay is US\$2,000.

E. Except as limited below, the maximum declared value per piece (single handling unit) in any FedEx First Overnight Freight, FedEx 1Day Freight, FedEx 2Day Freight or FedEx 3Day Freight shipment is US\$95,000.

F. Shipments (packages or freight) containing all or part of the following items are limited to a maximum declared value of US\$1,000:

1. Artwork, including any work created or developed by the application of skill, taste or creative talent for sale, display or collection. This includes, but is not limited to, items (and their parts) such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture and collector's items
2. Film, photographic images (including photographic negatives), photographic chromes and photographic slides
3. Any commodity that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain
4. Antiques, or any commodity that exhibits the style or fashion of a past era and whose history, age or rarity contributes to its value. These items include, but are not limited to, furniture, tableware and glassware
5. Glassware, including, but not limited to, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, and any other commodity with similarly fragile qualities
6. Plasma screens
7. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal
8. Furs, including, but not limited to, fur clothing, fur-trimmed clothing and fur pelts
9. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates, or platinum (except as an integral part of electronic machinery)
10. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps (not collectible), traveler's checks, lottery tickets, money orders, gift cards and gift certificates, prepaid calling cards (excluding those that require a code for activation), bond coupons, and bearer bonds
11. Collector's items such as coins, stamps, sports cards, souvenirs and memorabilia
12. Guitars and other musical instruments that are more than 20 years old, and customized or personalized musical instruments

G. The maximum declared value for the contents of any FedEx Envelope or FedEx Pak is US\$500. Goods with a value (actual or declared) exceeding US\$500 should not be shipped in a FedEx Envelope or FedEx Pak. (This limitation does not apply to items shipped in the FedEx Clinical Pak or FedEx UN 3073 Pak.)

H. When the shipper sends more than one package on an airbill, the total declared value for all the packages moving on the airbill must be written in the appropriate section of the airbill. Our liability will be limited to the total declared value (not to

exceed the per-package limit of US\$500 or US\$50,000 or the per-shipment limit of US\$2,000, as described in this section). The declared value for each package will be determined by dividing the total declared value by the number of packages on the airbill unless you provide verifiable evidence supporting a different allocation.

I. If a multiple-piece shipment is tendered to FedEx skidded and shrinkwrapped as one single handling unit, the maximum declared value for that single unit is US\$50,000 and not US\$500 per package contained within that multiple-piece shipment.

J. The maximum declared value we offer for shipments tendered to FedEx using FedEx Stamps purchased from anyone other than FedEx is US\$100.

K. The maximum declared value for FedEx Print Return Label and FedEx Email Return Label shipments is US\$1,000 for FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day A.M. and FedEx 2Day, and US\$50,000 for FedEx 2Day Freight and FedEx 3Day Freight. The maximum declared value for FedEx ExpressTag shipments is US\$50,000. We are not liable for any damage to a shipment or any claim arising out of the use of a return option unless the shipment was lost during delivery or there was visible damage noted by the FedEx courier at the time of delivery. We are not liable for any concealed damage to items returned using FedEx Print Return Label, FedEx Email Return Label, FedEx ExpressTag or FedEx Stamps. Receipt of the shipment by the recipient without notice of damage on delivery is *prima facie* evidence that the shipment was delivered in good condition. Our liability for any loss or damage will not exceed the actual amount of the damage or the declared-value amount, whichever is lower. All other terms and conditions related to FedEx Express claims regulations apply for shipments sent via a FedEx return option.

L. ANY EFFORT TO DECLARE A VALUE IN EXCESS OF THE MAXIMUMS ALLOWED IN THE FEDEX SERVICE GUIDE IS NULL AND VOID. OUR ACCEPTANCE FOR CARRIAGE OF ANY SHIPMENT BEARING A DECLARED VALUE IN EXCESS OF THE ALLOWED MAXIMUMS DOES NOT CONSTITUTE A WAIVER OF ANY PROVISION OF THE FEDEX SERVICE GUIDE AS TO SUCH SHIPMENT.

M. REGARDLESS OF THE DECLARED VALUE OF A PACKAGE, OUR LIABILITY FOR LOSS, DAMAGE, DELAY, MISDELIVERY, NONDELIVERY, MISINFORMATION, ANY FAILURE TO PROVIDE INFORMATION, OR MISDELIVERY OF INFORMATION, WILL NOT EXCEED A SHIPMENT'S REPAIR COST, ITS DEPRECIATED VALUE OR ITS REPLACEMENT COST, WHICHEVER IS LESS.

N. The shipper is responsible for accurately completing the airbill or other shipping documents, including completion of the declared-value section. We cannot honor requests to change the declared-value information on the airbill.

O. See the Liabilities Not Assumed section for other limitations and exclusions on our liability.

P. Additional restrictions may apply to a shipment if sent pursuant to an airline interline agreement.

Delivery Signature Options

FedEx offers three Delivery Signature Options for shippers:

A. **Indirect Signature Required.** FedEx will obtain a signature in one of three ways:

1. From any person at the delivery address; or
2. From a neighbor, building manager or other person at a neighboring address; or
3. The recipient can sign a FedEx door tag authorizing release of the package without anyone present.

B. **Direct Signature Required.** FedEx will obtain a signature from any person at the delivery address. If no one is at the address, FedEx will reattempt delivery.

C. **Adult Signature Required.** FedEx will obtain a signature from any person at least 21 years old (government-issued photo identification required) at the delivery address. If there is no eligible recipient at the delivery address, FedEx will reattempt delivery.

D. Special handling fees will apply. See Rates in the FedEx Service Guide for details.

E. Shipments to residential addresses may be released without obtaining a signature. If you require a signature for a residential shipment, select one of the Delivery Signature Options.

F. Indirect Signature Required is not available for shipments to nonresidential addresses.

G. Shippers can choose the Deliver Without Signature option for shipments to nonresidential addresses.

H. Choosing a delivery signature option overrides a signature release. (See the Signature Release section.)

I. Also see the Liabilities Not Assumed, Pickup and Delivery, and Routing and Rerouting sections.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

Dimensional Weight (Volumetric Weight)

Transportation charges may be assessed based on dimensional weight, which is a volumetric standard. Dimensional-weight pricing is applicable on a per-package or per-shipment basis to all shipments in customer packaging. FedEx packaging may also be subject to dimensional-weight pricing. If the dimensional weight exceeds the actual weight, charges based on the dimensional weight will be assessed. Customers who fail to apply the dimensional-weight calculation to a package may be assessed dimensional-weight charges from FedEx. See the Dimensional Weight description in the Fees and Other Shipping Information section of the FedEx Service Guide for additional details.

Extra-Large Packages

Pieces weighing less than 151 lbs. that exceed 165 inches in length and girth combined ("extra-large" packages) may be accepted as FedEx Express Freight U.S. shipments. These pieces do not have to be palletized (skidded), stackable or forkliftable. Minimum billable weight is 151 lbs. regardless of actual weight.

The length and girth of a package is length plus (2 times the height) plus (2 times the width). If the dimension includes a fraction, a fraction of one-half or greater will be rounded up to the next whole number, less than one-half will be rounded down to the next whole number.

Firearms

A. FedEx Express will transport and deliver firearms as defined by the United States Gun Control Act of 1968, between areas served in the U.S., but only between:

1. Licensed importers; licensed manufacturers; licensed dealers; licensed collectors; law enforcement agencies of the U.S. or any department or agency thereof; and law enforcement agencies of any state or any department, agency or political subdivisions thereof; or
2. Where not prohibited by local, state and federal law, from individuals to licensed importers, licensed manufacturers or licensed dealers (and return of same).

B. If your shipment contains firearms, select the Direct Signature Required or Adult Signature Required Delivery Signature Option, depending on the requirements of your shipment. See the Delivery Signature Options section for details. Firearms shipments are not eligible for signature release or indirect delivery.

C. Firearms must be shipped via FedEx Priority Overnight service. FedEx Express cannot ship or deliver firearms C.O.D. Firearms shipments cannot be placed in a FedEx Express Drop Box.

D. Upon presenting the package for shipment, the person tendering the shipment to FedEx Express is required to notify FedEx Express that the package contains a firearm. The outside of the package must not be marked, labeled or otherwise identify that the package contains a firearm.

E. The shipper and recipient must be of legal age as identified by applicable law.

F. The shipper and recipient are required to comply with all applicable government regulations and laws, including those pertaining to labeling. The Bureau of Alcohol, Tobacco, Firearms and Explosives can provide assistance.

G. FedEx Express will transport ammunition when packed and labeled in compliance with local, state and federal law, and the Dangerous Goods section of this Service Guide. Ammunition is an explosive and must be shipped separately as dangerous goods. You agree not to ship loaded firearms or firearms with ammunition in the same package.

Fuel Surcharge

We reserve the right to assess fuel and other surcharges on shipments without notice. The duration and amount of any surcharge will be determined at our sole discretion. By tendering your shipment to FedEx, you agree to pay the surcharges, as determined by FedEx. The fuel surcharge rate, if applicable, is available on fedex.com.

Inspection of Shipments

We may, at our sole discretion, open and inspect any shipment without notice.

Liabilities Not Assumed

FEDEX EXPRESS WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE DECLARED VALUE OF A SHIPMENT, WHETHER OR NOT FEDEX EXPRESS KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED.

In no event shall FedEx Express, including, without limitation, agents, contractors, employees and affiliates, be liable for any special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not FedEx Express had knowledge that such damages might be incurred.

We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or any failure to provide information, except such as may result from our sole negligence. We will not be liable for, nor will any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- A. The act, default or omission of any person or entity, other than FedEx, including those of any local, state or federal government agencies
- B. The nature of the shipment, including any defect, characteristic or inherent vice of the shipment.
- C. Your violation of any of the terms and conditions contained in the FedEx Express Terms and Conditions, as amended or supplemented, or on an airbill, including, but not limited to, the improper or insufficient packing, securing, marking and addressing of shipments, or use of an account number not in good credit standing, or failure to give notices in the manner and time prescribed
- D. Perils of the air, public enemies, criminal acts of any person(s) or entities, including, but not limited to, acts of terrorism, public authorities acting with actual or apparent authority, authority of law, local disputes, civil commotion, hazards incident to a state of war, local or national weather conditions, national or local disruptions in air or ground transportation networks (as determined solely by us), strikes or anticipated strikes (of any entity, including, but not limited to, other carriers, vendors or suppliers), labor disruptions or shortages caused by pandemic conditions or other public health event or circumstances, natural disasters (earthquakes, floods and hurricanes are examples of natural disasters), conditions that present a danger to our personnel, and disruption or failure of communication and information systems (including, but not limited to, our systems).
- E. Our compliance with verbal or written delivery instructions from the sender, recipient or persons claiming to represent the shipper or recipient.
- F. Damage or loss of articles packaged and sealed by the sender or by person(s) acting at the sender's direction, provided the seal is unbroken at the time of delivery, the package retains its basic integrity, and the recipient accepts the shipment without noting the damage on the delivery record.
- G. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
- H. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
- I. Our inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.
- J. Our failure to honor package-orientation graphics (e.g., "up" arrows, "this end up" markings), "fragile" labels or other special directions concerning packages.
- K. Your failure to ship goods in packaging approved by us prior to shipment where such prior approval is recommended or required.
- L. The shipment of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes, light bulbs, quartz crystal, quartz lamps, glass tubes such as those used for specimens, and glass containers such as those used in laboratory test environments.
- M. The shipment of scale models (including, but not limited to, architectural models and dollhouses) and prototypes.
- N. Your use of an incomplete, inaccurate or invalid FedEx account number or your failure to provide a valid FedEx account number in good credit standing in the billing instructions on shipping documentation.
- O. Our failure to notify you of any delay, loss or damage in connection with your shipment or any inaccuracy in such notice.
- P. Performance of any services will not constitute FedEx as the shipper's or anyone's agent for any purpose.
- Q. Damage to briefcases, luggage, garment bags, aluminum cases, plastic cases or other items when not enclosed in outer packaging, or other general shipping containers caused by adhesive labels, soiling or marking incidental to transportation.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Liabilities Not Assumed, cont.)

R. The shipment of perishables, unless shipped in accordance with the Perishables section of these terms and conditions.

S. The shipper's failure to provide accurate delivery address information.

T. Shipments of any plants and plant materials, ostrich or emu eggs, or live fish.

U. The shipment of any alcoholic beverages, firearms or tobacco products if you fail to comply with the applicable terms and conditions.

V. Damage to computers, or any components thereof, or any electronic equipment when shipped in any packaging other than:

1. The manufacturer's original packaging, which is undamaged and has retained a good, rigid condition.
2. Packaging that is in accordance with the FedEx packaging guidelines available online at fedex.com/packaging.
3. FedEx laptop packaging, for shipments of laptop computers.
4. FedEx small electronic device packaging, for shipments of cell phones, handheld computers, MP3 players and similar items.

W. Any shipment containing a prohibited item. (See the Prohibited Items section.)

X. Our provision of packaging, advice, assistance or guidance on the appropriate packaging of shipments unless such advice, assistance or guidance has been approved in writing by FedEx Packaging Design and Development and the writing expressly accepts liability in the event of a damaged shipment.

Y. Failing to meet our delivery commitment for any shipments with an incomplete or incorrect address. (See the Undeliverable Shipments section.)

Z. The failure to properly designate a delivery address as a Residential Delivery or Commercial Delivery, including delivery addresses that were processed through any address verification function or program.

AA. Failing to obtain the signature option requested for shipments using FedEx Delivery Signature Options.

BB. Any package where FedEx records do not reflect that the package was tendered to FedEx by the shipper.

CC. The shipper's failure to delete all shipments entered into a FedEx self-invoicing system, internet shipping device or any other electronic shipping method used to ship a package, when the shipment is not tendered to FedEx. If you fail to do so and seek a refund, credit or invoice adjustment, you must comply with the notice provisions in Invoice Adjustments/Overcharges in the Billing section. FedEx is not liable for any refund, credit or adjustment unless you comply with those notice provisions.

DD. Damages indicated by any shockwatch, tiltmeter or temperature instruments.

EE. Shipments released without obtaining a signature at residential addresses. (See the Delivery Signature Options section.)

FF. Shipments released without obtaining a signature at nonresidential addresses that have a signature release on file. (See the Delivery Signature Options section.)

GG. Loss or damage to alcohol shipments unless an approved packaging type is used or FedEx Packaging Design and Development has preapproved your packaging prior to shipment. See the Alcoholic Beverages section for further information.

HH. Dangerous-goods shipments that the shipper did not properly declare, including proper documentation, markings, labels and packaging. FedEx Express will not pay a claim on undecleared or hidden dangerous goods and the FedEx Money-Back Guarantee does not apply.

II. FedEx will not be liable for the failure to provide any services or service options where our records do not reflect that the services or service options were selected by the shipper.

Limitations on Legal Actions

Any right you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you file an action within one year from the date of delivery of the shipment or from the date on which the shipment should have been delivered.

Any right that you might have to damages, refunds, credits, recovery of reliance interests, disgorgement, restitution, injunctive relief, declaratory relief or any other legal or equitable relief whatsoever against us under any cause of action arising from the transportation of any package pursuant to the FedEx Service Guide shall be extinguished unless you first comply with all applicable notice periods and requirements in these terms and conditions including, but not limited to, the periods and requirements for providing notice under the Billing, Claims and Money-Back Guarantee Policy sections. You and we understand that timely and complete compliance with such notice periods and

requirements is a contractual condition precedent to your right to any relief whatsoever, and you must plead compliance with those conditions precedent on the face of any complaint that you file against us. You and we agree that FedEx cannot be considered to have breached any obligation to you unless or until we wrongfully deny a claim submitted to us pursuant to the notice periods and requirements contained in these terms and conditions. Finally, you and we agree that you will comply with applicable notice periods and requirements even if you believe that such compliance will not result in relief from us or if you lack knowledge regarding whether such compliance will result in relief from us.

You agree that you will not sue us as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against us. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff.

To the extent that any court finds that state rather than federal law applies to any provision of this contract, the controlling law is the substantive law of the state in which you tendered your shipment to us.

The performance of any services does not make us an agent of the shipper or any third party for any purpose.

Live Animals and Ornamental Marine Life (Including Live Fish)

FedEx Express does not accept live-animal shipments as part of its regular-scheduled service and does not transport household pets such as dogs, cats, birds and hamsters. FedEx Express may accept certain shipments of live animals such as horses, livestock and zoo animals (to and from zoo locations only) on an exception basis if approved and coordinated by the FedEx Live Animal Desk (call 1 800 405 9052).

If approved by FedEx, we may accept non-venomous reptiles, amphibians, live/tropical fish and beneficial insects on an exception basis under the following conditions:

1. Shipments must be from a business to a business (from a breeder to a pet store, for example).
2. The shipper must have its packaging tested and pre-approved by FedEx Packaging Design and Development for the type of animal being shipped. Call 1 800 633 7019 for assistance. It is the responsibility of the shipper to adequately package shipments for all temperature extremes and handling conditions.

Contact your FedEx account executive for details and additional requirements.

Money-Back Guarantee Policy

We offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

A. Money-Back Guarantee. At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means delivery of your package 60 seconds or more after the published delivery commitment time for the selected service and destination, except as otherwise described in these terms and conditions). This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

B. Limitations. The following limitations apply:

1. Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
2. Only one refund or credit is permitted per package. In the case of multiple-piece shipments, the money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package.
3. The money-back guarantee for package services destined for areas outside our primary service areas applies only to the portion of the transportation provided directly by us. The money-back guarantee for FedEx Express Freight services destined for areas outside our primary service areas applies to the portion of the transportation provided directly by us and may also apply to the portion of the transportation provided by the cartage agent (see the Cartage Agent section for details).
4. Shipments scheduled for delivery on a holiday will be delivered the next business day. Observance of local holidays (e.g., Mardi Gras, St. Patrick's Day) may cause delivery delays. In both circumstances, the delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Money-Back Guarantee Policy, cont.)

C. **Exceptions.** FedEx will not be obligated to refund or credit your transportation charges if:

1. We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, and service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section.
2. The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section.
3. The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
4. The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day via any FedEx Express U.S. or FedEx Express Freight U.S. service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
5. The shipment was rerouted from the delivery address to a Hold at FedEx Location address.
6. The shipment was undeliverable or returned.
7. The shipment contained dangerous goods or dry ice.
8. The shipment was delayed due to an incorrect address or ZIP code or the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package, including signatures obtained via FedEx Delivery Signature Options.
9. The shipment was delayed due to security or other regulatory delays, including permanent, regular, or daily security procedures at the recipient location.

D. **Refund or Credit Requests.** To qualify for a refund or credit due to a service failure, you must notify us of the service failure and request a refund or credit of your transportation charges in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund or credit and cannot recover compensation for a service failure in any lawsuit.

1. You may request a refund or credit of transportation charges due to a service failure in the following ways:
 - a. Use our internet application FedEx Billing Online at fedex.com if you are a registered user, or
 - b. Submit your request through the invoice adjustment feature at fedex.com, or
 - c. Submit the request via our telephone invoice adjustment system at 1.800.GoFedEx (1.800.463.3339 (say "biling")).
2. Your notification of a service failure must include your FedEx account number, if any, the FedEx tracking number, and the date of the shipment.
3. All requests for refund or credit of transportation charges must be received via one of the approved channels within 15 calendar days of the invoice date or within 15 calendar days from the ship date if you are paying by credit card or in advance by cash, check or money order.
4. A partial payment against an invoice is not considered a request for invoice adjustment or notice of a refund request. A notification of the reason for an unpaid charge by your payment is not considered a request for an invoice adjustment or notice of a refund request if the reason relates to a service failure.

Oversize Packages

The maximum limits for FedEx Express U.S. packages are 150 lbs. and 119 inches in length and 165 inches in length and girth. Packages that weigh 150 lbs. or less and exceed 108 inches in length or 130 inches in length and girth will be considered "oversize" packages. Oversize packages will be rated based on the greater of the package's actual rounded weight or dimensional weight. In addition, an oversize charge will apply; see Rates in the FedEx Service Guide.

Packages that exceed 119 inches in length and 165 inches in length and girth may be refused or, if found in the express package network, may be considered for transportation at our sole discretion. These packages also will be rated based on the greater of the package's actual rounded weight or dimensional weight, and an oversize charge will apply.

The length and girth of a package is length plus (two times the height) plus (two times the width). If the dimension includes a fraction, a fraction of one-half or greater will be rounded up to the next whole number; less than one-half will be rounded down to the next whole number.

Overweight Packages

If a package weighing more than 150 lbs. is incorrectly marked on the airbill or entered into any electronic shipping device as either FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day A.M., FedEx 2Day or FedEx Express Saver, then we may audit and correct the service to an available FedEx Express Freight service. Terms and conditions of the applicable FedEx Express Freight service will apply. If a package weighing more than 150 lbs. is inadvertently tendered for FedEx First Overnight, FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day A.M., FedEx 2Day or FedEx Express Saver, an additional charge of US\$2 per pound will be assessed for each pound in excess of 150 lbs. If a package weighing more than 150 lbs. is inadvertently tendered for FedEx Priority Overnight or FedEx 2Day to or from Puerto Rico, an additional charge of US\$2.25 per pound will be assessed for each pound in excess of 150 lbs.

Package Consolidators (Including FedEx Authorized ShipCenters)

Consolidators are responsible for complying with all applicable requirements including, but not limited to, requirements for shipping dangerous goods and complying with customs and other legal requirements applicable to packages tendered for international transportation.

If you tender packages to a consolidator instead of to us directly, the following limitations apply:

- A. Consolidators are not agents of FedEx, and we are not responsible for any errors or omissions made by them.
- B. Inquiries or claims regarding shipments tendered to a consolidator must be directed to the consolidator. We cannot assist the shipper, recipient or third party in these situations, nor do we have any liability for lost, damaged or delayed shipments. The consolidator is the shipper in such cases.
- C. Consolidators may submit claims for refunds or credits for shipping charges under the money-back guarantee policy. Neither the customer who tendered the package to the consolidator nor the recipient is eligible for refunds or credits under the money-back guarantee policy.
- D. In order for a consolidator to receive packaging from FedEx, the consolidator must first enter into a Packaging and Pricing Agreement or a FedEx Authorized ShipCenter Agreement with FedEx.
- E. Consolidators set their own rates for FedEx shipping. They may charge FedEx Retail Rates for FedEx shipping services.
- F. FedEx regarding shipments paid for at a FedEx Authorized ShipCenter (FASC) must be directed to the FASC.
- G. FedEx assumes no liability, other than to the FASC, for lost, damaged or delayed shipments paid for at an FASC, as the FASC is the shipper of these packages. FASCs are independently owned and operated businesses. See the FASC representative for information regarding rates and services and the terms and conditions of carriage. FASCs are not agents of FedEx.

Packaging and Marking

- A. You must comply with all applicable local, state and federal laws, including those governing packaging, marking and labeling for all shipments.
- B. All packages must be prepared and packed by the shipper for safe transportation with ordinary care in handling in an express-transportation environment. Any articles susceptible to damage as a result of conditions that may be encountered in transportation, such as changes in temperature or atmospheric pressure, must be adequately protected by proper packaging. Each shipment must be legibly and durably marked with the name, address and ZIP code of both the shipper and the recipient. Packages cannot be wrapped in kraft paper.
- C. You must use FedEx packaging or new corrugated boxes in good, rigid condition large enough to allow cushioning of contents on the top, bottom and sides. For guidelines on packaging specific commodities go to fedex.com/packaging. Items that cannot be packed into cartons (such as auto tail pipes, mufflers, tires and rims) must have all sharp edges and protrusions wrapped, and the address label must be secured using the tie-on tag or the tire/crate label provided by FedEx (or you may secure it by wrapping pressure-sensitive tape completely around the object). Briefcases, luggage, garment bags, aluminum cases, plastic cases, computer cartons or similar types of items whose outer finish might be damaged by adhesive labels, soiling, marking or other types of surface damage that is normal with ordinary care in handling should be placed in a protective container for shipment. Casters, wheels and rollers must be removed or packaged.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Packaging and Marking, cont.)

D. The FedEx Small Box, FedEx Medium Box, FedEx Large Box and FedEx Tube cannot be used for FedEx Express Saver shipments.

E. Expanded polystyrene foam coolers must be shipped inside a sturdy outer container unless tested and approved for acceptance by FedEx Packaging Design and Development. Information on how to submit your packaging for testing is available at fedex.com/packaging. Expanded polystyrene foam coolers containing blood, urine and other non-infectious liquid clinical specimens must be shipped inside a sturdy outer packaging.

F. If a shipment is refused by the recipient, leaks or is damaged, the shipment will be returned to the sender if possible. If the sender refuses to accept the returned shipment or it cannot be returned because of leakage, or damage due to faulty packaging, the shipper is responsible for and will reimburse FedEx for all costs and fees of any type connected with the legal disposal of the shipment, and all costs and fees of any type connected with cleanup of any spill or leakage.

G. FedEx does not recommend the use of wet ice (frozen water) as a refrigerant. Packages containing wet ice must be prepared to prevent the leakage of any liquid, regardless of package orientation. For additional wet-ice packaging requirements, refer to the packaging guide Packaging Perishable Shipments at fedex.com/packaging.

H. Information on how to submit your packaging for testing or evaluation, and tips on packaging specific commodities (including automotive and mechanical parts, computers and peripherals), are available at fedex.com/packaging.

I. For FedEx Express Freight shipments, freight must be on a skid, pallet or other forkliftable base. Boxes should be stacked squarely on the skid without hanging over the edge, and the weight should be distributed evenly on the skid to avoid excess weight being placed on materials inside the cartons. Use 70-gauge stretch wrap and pass a minimum of two bands (tightly secured) through the skid voids and around all cartons.

J. FedEx account holders may order supplies via fedex.com or by calling 1.800.GoFedEx 1.800.463.3339 (say "order shipping supplies").

Perishables

We are not liable for perishable articles unless packaged for a minimum transit time of at least 12 hours greater than our delivery commitment time for the shipment.

Perishables coming from Hawaii to the continental U.S. must be packaged for additional transit time. Shipping perishable articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is required. We recommend that you ship perishable items via FedEx First Overnight, FedEx Priority Overnight, FedEx First Overnight Freight or FedEx 1Day Freight, and have your proposed packaging evaluated by FedEx Packaging Design and Development. Information on how to submit your packaging for evaluation is available at fedex.com/packaging. Your failure to use proper packaging releases us from any liability for spoiled perishables that we would otherwise assume (see the Liabilities Not Assumed section).

Pharmaceuticals

You are responsible for complying with all applicable local, state and federal laws, regulations, ordinances and rules governing the shipment of pharmaceuticals. Packages containing pharmaceuticals must not have labels, markings or other written notice that a pharmaceutical is contained within. Select the Direct Signature Required Delivery Signature Option if you require FedEx to obtain a signature from someone at the delivery address, or the Adult Signature Required Delivery Signature Option if you require an adult signature for delivery. See the Delivery Signature Options section for details.

Pickup and Delivery

A. We do not offer a restricted-delivery service and may deliver to someone other than the person or entity named as the recipient. We also may make an indirect delivery. Indirect delivery is a completed delivery to an address or location other than the address on the airbill and includes shipments delivered via Indirect Signature Required service. Packages cannot be delivered to P.O. boxes or P.O. box ZIP codes. Package addresses must include the complete street address and ZIP code of the recipient.

B. If our first delivery attempt of a shipment to a non-residential address is unsuccessful, we may make two additional attempts on the following two consecutive business days. If a package still cannot be delivered, we may hold it for two additional business days and may research its status with the sender, recipient, or both, and receive further instruction. After that time, we will return it to the sender as undeliverable.

C. Shipments to hotels, hospitals, government offices or installations, university campuses, or other facilities that utilize a mailroom or other central receiving area will be delivered to the central receiving area, unless otherwise authorized and approved by FedEx.

D. Any person scheduling a pickup other than the sender must provide a FedEx account number in good credit standing; otherwise, the pickup must be scheduled by the sender. We require a minimum of two hours from the time the shipment(s) will be ready to make the pickup. (Contact FedEx Customer Service for the specific lead times required.) Repeated pickup attempts without packages being ready may result in the cancellation of pickup privileges.

E. Proof of pickup is available upon request. You must provide the pickup number or FedEx tracking number (also known as the airbill number). We will not provide proof of pickup unless you provide this information.

F. At our sole discretion, we may refuse to pick up or deliver a shipment (package or freight), or use alternative pickup or delivery arrangements, to maintain the safety of our employees and in cases in which we believe that our services may be used in violation of local, state or federal laws.

G. Additional charges may apply for late-hours, weekend or holiday pickup and delivery. H. Pickup and delivery may not be available in all areas.

I. A return on-call pickup surcharge applies for FedEx Print Return Label and FedEx Email Return Label shipments.

J. In order to facilitate delivery or release of a shipment, FedEx may, at its sole discretion, contact the recipient to obtain delivery instructions, or to notify them that a delivery is scheduled, that a delivery has been completed or that a shipment is available for pickup at a Hold at FedEx Location facility.

K. If a shipper tenders packages that substantially exceed the number, type, size and/or weight of packages tendered on average for the location by the shipper throughout the year, FedEx may accept such packages but, at its sole discretion, suspend the FedEx Money-Back Guarantee, if applicable, or adjust commitment times.

L. We reserve the right to assess a Residential Delivery surcharge on any shipment delivered to a home or private residence, including locations where a business is operated from a home, or on any shipment in which the shipper has designated the delivery address as a residence, including shipments where the delivery location has been designated as Residential Delivery in error.

Plants and Plant Materials

You must ship plants and plant materials, including seedlings, plant plugs and cut flowers, in accordance with applicable local, state and federal laws. Packages containing these items may be inspected by government agencies, which may result in a delay in delivery. We are not liable or responsible for damage, refunds or credits resulting from such delays. (See the Liabilities Not Assumed and Money-Back Guarantee Policy sections.) Packaging should be tested for acceptance by FedEx Packaging Design and Development prior to shipping. See guidelines on packaging specific commodities at fedex.com/packaging.

Prohibited Items

You are prohibited from tendering the following items for shipment, and they will not be accepted:

- Cash and currency
- Live animals, except as provided in the Live Animals and Ornamental Marine Life (Including Live Fish) section (Edible seafood, such as live lobsters, crabs or other types of fish and shellfish for human consumption, is acceptable, provided the shipper is in compliance with all local, state and federal laws.)
- Animal carcasses (Animal heads and other parts for taxidermy may be accepted but must be properly packaged. This restriction does not apply to properly packaged meat or poultry products intended for human consumption.)
- Human corpses, human body parts, human embryos, or cremated or disinterred human remains
- Shipments that require us to obtain a local, state or federal license for their transportation
- Shipments that may cause damage or delay to equipment, personnel or other shipments
- Lottery tickets and gambling devices where prohibited by law
- Hazardous waste, including, but not limited to, used hypodermic needles or syringes, or other medical waste
- Packages that are wet, leaking or emit an odor of any kind
- Live insects
- Shipments or commodities that are prohibited by applicable local, state or federal law
- Waste or garbage for disposal

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

(Prohibited Items, cont.)

Notwithstanding any other provision of the FedEx Service Guide, we are not liable for delay of, loss of or damage to a shipment of any prohibited item. The shipper agrees to indemnify FedEx for any and all costs, fees and expenses FedEx incurs as a result of the shipper's violation of any local, state or federal laws or regulations or from tendering any prohibited item for shipment.

Proof of Delivery

A. We will, when available, provide proof-of-delivery information for packages delivered within our primary service areas when requested by the sender, recipient or third-party payer within 18 months of the shipping date. We assume no liability for our inability to provide a record of the proof of delivery. We assume no liability for our inability to provide documentation of the proof-of-delivery phone call for FedEx SameDay service.

B. When available, we may also provide an image of the signature proof of delivery online at fedex.com. We will, when available and when requested by the sender, recipient or third-party payer, provide an image of the recipient's signature along with other delivery information that is available in electronic form. The signature proof of delivery is available online at fedex.com or via FedEx Ship Manager software, FedEx DirectLink or electronic data interchange (EDI). If requested, we will send to the shipper, recipient or third party a copy of the signature proof of delivery via fax, or via FedEx Standard Overnight Envelope for a special handling fee (see Rates in the FedEx Service Guide for details).

C. For FedEx SameDay service, we will, if requested, phone the shipper to provide the time of delivery and name of the person who received the delivery. Two attempts are made to contact the shipper within two hours of delivery. If unsuccessful, FedEx has no further obligation to the customer with respect to proof of performance.

Rate Quotations

Rates and service quotations by our employees and agents are estimates and will be based upon information provided by you, but final rates and service charges may vary from the quotes based upon the characteristics of the shipment actually tendered to us. Any conflict or inconsistency between the FedEx Service Guide and other written or oral statements or quotes (except those found in a FedEx Sales or FedEx Express Customer Automation agreement) concerning the rates, features of service, and terms and conditions applicable to FedEx Express service will be controlled by the FedEx Service Guide, as modified, amended, changed or supplemented. We are not liable for, nor will any adjustment, refund or credit of any kind be made, as a result of any discrepancy in any rate or service quotation made prior to tender of the shipment and the rates, and other charges that we invoice to you. Rates quoted will vary depending on whether (1) the shipper is a FedEx account holder and (2) the shipper has discounts applied to his or her account.

- Shippers will be quoted FedEx Standard List Rates if they have a valid FedEx account, do not have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted Account-Specific Rates if they have a valid FedEx account, have discounts applied to their account and if they charge their shipping to their account.
- Shippers will be quoted FedEx Retail Rates for shipments originating in the U.S. that are paid for by cash, check, debit or credit card instead of being charged to a valid FedEx account.

Refusal or Rejection of Shipments

We reserve the right to refuse, hold or return any shipment and may do so at our sole discretion and without liability to us. We will execute that right when (but not limited to) cases in which: (1) the shipment may cause damage or delay to other shipments, property or personnel; (2) the shipment is likely to sustain damage or loss in transit because of improper packaging or otherwise; (3) the shipment contains any prohibited items; (4) the account of the person or entity responsible for payment is not in good credit standing; or (5) when acceptance of the shipment may jeopardize our ability to provide service to other customers. We have no liability whatsoever for refusal or rejection of shipments.

Return Options

FedEx Express return options are subject to all other terms and conditions provided in the FedEx Express claims regulations, and as a whole, these terms and conditions. The contents of a return shipment are subject to the same restrictions and prohibited-item limitations as the original shipment.

Routing and Rerouting

FedEx may accept a request to reroute a shipment subject to the following conditions:

1. A special handling charge will be billed to the account number specified on the FedEx airbill for each rerouted package, and it will appear as an address correction on the invoice. This charge will not be applied when a package is changed to Hold at FedEx Location and the FedEx location is in the same city as the city on the airbill. Otherwise, the special handling charges will apply. See Rates in the FedEx Service Guide for details.
2. To reroute a shipment, the sender must call 1.800.GoFedEx 1.800.463.3339 and provide us with a FedEx account number, the FedEx tracking number, the new destination and a valid contact telephone number for the recipient. A reroute to Hold at FedEx Location can also be requested through fedex.com.
3. We may not honor a reroute request from the recipient other than to Hold at FedEx Location within the original destination city.
4. Our money-back guarantee policy does not apply to shipments that are rerouted. We have no liability or any remedy for service failure for these shipments.
5. Only one reroute will be allowed per package.
6. We may require photo identification of the person authorized to pick up the package.
7. FedEx may not reroute shipments when Adult Signature Required has been selected as a delivery signature option.
8. Dangerous goods may not be rerouted to an address other than the original intended-recipient's address provided by the shipper. (Note: Shipments may be made available as hold for pickup or be returned to the sender.)
9. Any requested change to an address that is not a reroute or an address correction is a new shipment, and new shipping charges will apply.

We will determine the routing of all shipments, including the mode of transportation used, and may use air transportation, ground transportation or any combination thereof in providing our services. We reserve the right to divert any shipment (including use of other carriers) in order to facilitate its delivery.

Service Areas

Service areas are subject to change without notice. For current service area information on selected ZIP codes, please call 1.800.GoFedEx 1.800.463.3339.

Signature Releases

A. Shipments with a declared value of less than US\$500 may be delivered and released without obtaining a signature when the sender has authorized a release or, at our sole option, upon oral or written instruction from the sender or recipient. A shipment may also be released without a signature if the recipient has provided authorization by signing the Release Delivery Authorization and Indemnification Agreement for Recipients (obtained through your local FedEx World Service Center or your FedEx account executive). We may authorize shipments released without signature to those with accounts in good credit standing and to those who otherwise have established a satisfactory payment history. We also reserve the right to release packages at residential delivery locations without obtaining a signature, provided that none of the restrictions below apply.

B. At our sole discretion, some shipments may not be released without a delivery signature even when release is authorized, including, but not limited to:

1. Bill-recipient shipments when the recipient's FedEx account is not in good credit standing or is not indicated on the airbill.
 2. Damaged shipments.
 3. Dangerous goods shipments, except those with dry ice as the only dangerous goods in the shipment.
 4. Firearms.
 5. C.O.D. shipments.
 6. Indirect deliveries.
 7. Shipments billed on an invalid or missing credit card number.
 8. Alcohol or tobacco shipments.
 9. One or more packages in a multiple-piece shipment if all packages cannot be safely released.
 10. The delivery location or circumstances are unsuitable for release without signature as determined at our sole discretion.
- C. At our sole discretion, shipments having a declared value of US\$500 or greater may not be released without a signature even where the release is otherwise authorized.
- D. Choosing one of the FedEx Delivery Signature Options will override a signature release.

FEDEX EXPRESS TERMS AND CONDITIONS

U.S. Shipments

Tobacco Products

Tobacco products will be accepted only when shipped from a licensed dealer or distributor to another licensed dealer or distributor. The shipper is solely responsible for compliance with any applicable regulations, which may vary from state to state.

Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment.
- The recipient of a Hold at FedEx Location shipment cannot be located.
- The recipient refuses to accept the shipment.
- The recipient's delivery address cannot be located.
- The shipment was addressed to an area not served by FedEx.
- The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
- The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
- The shipment contains prohibited items.
- The recipient's place of business is closed.
- No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
- The shipment was improperly packaged.

When practicable, we will contact the sender for instructions on returning or otherwise disposing of the shipment. If the sender requests return, it will travel by FedEx 2Day, FedEx Express Saver or FedEx Priority Overnight (shipping will be charged to the sender).

A. If a package shipment is undeliverable for any reason, we will attempt to notify the shipper to arrange for the shipment's return. The charges associated with the original shipment remain due and payable within 15 days from the invoice date. If a package is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."

B. Package shipments will be returned via FedEx Express Saver service at the shipper's expense unless contrary instructions are received from the shipper after five business days from the initial delivery attempt. However, nonfreight package shipments will be returned via FedEx Priority Overnight service at no additional charge if the shipment is undeliverable because of a service failure or damage to the shipment caused by FedEx. If the shipment is undeliverable for any other reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

C. If a FedEx Express Freight shipment is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."

All FedEx Express Freight shipments will be returned via FedEx 3Day Freight. The freight shipment will be returned at no additional charge if the freight shipment is undeliverable because of a service failure. If the shipper requests return via another service, our regular rates will apply. If the freight shipment is undeliverable because of a non-service-failure reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

Our money-back guarantee policy does not apply to undeliverable or returned shipments.

D. Dangerous goods shipments will only be returned via FedEx Dangerous Goods Service or other appropriate means. A dangerous goods special handling fee applies. The shipper must supply a completed return airbill and all other required documentation.

E. If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by FedEx at its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in the disposal.

Warranties

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED.

If you have questions or concerns regarding FedEx services, please send your correspondence to: FedEx Customer Relations Department, 3875 Airways Blvd., Module H, Memphis, TN 38116.

These FedEx Express Terms and Conditions, which are a part of the FedEx Service Guide, are published periodically by FedEx Corporate Services, Inc., on behalf of Federal Express Corporation and its subsidiaries and affiliates for the exclusive use of their customers and employees. The FedEx Service Guide contains currently effective retail rates under which packages, documents, skids and containers are accepted for carriage. The most current FedEx Service Guide, available on fedex.com, and any amendments, addendums or supplements supersede all previous FedEx Service Guides and other prior statements concerning the rates and conditions of FedEx service to which it applies.

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